

**FORMAL INVITATION FOR BID
IFB 1193-24
Trail Widening and Trail Overlay**

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**TOWN OF BLACKSBURG, VIRGINIA
FORMAL INVITATION FOR BID**

Issue Date: November 20, 2024	Bid Number: 1193-24 Bid Title: Trail Widening and Trail Overlay
Bid Opening Date, Time & Location: December 4, 2024 1:00pm Town of Blacksburg Purchasing Administration Office Municipal Building, First Floor 300 South Main Street Blacksburg, VA 24060 <i>Bids must be received by the Town of Blacksburg Purchasing Agent at the Purchasing Administration Office, First Floor, Blacksburg Municipal Building, 300 South Main Street, Blacksburg, Virginia 24060, by the above opening date and time. By using a commercial delivery service to deliver a bid, bidder assumes the responsibility for any failure by the delivery service to deliver the bid on time or to the correct office or bid opening location.</i>	
Last Date for Written Questions: November 25, 2024 5:00pm Email questions to: Angie Frazier afrazier@blacksburg.gov	Date Addenda Will Be Posted on Website: November 26, 2024
Bid Bond Required: 5%	Completion Time: 365 Calendar Days

GENERAL TERMS AND CONDITIONS

1.0 INSTRUCTIONS TO BIDDERS

1.1.1 BID RECEIPT. Bids must be delivered as noted above to the Town of Blacksburg Purchasing Agent, 300 South Main Street, Municipal Building, Blacksburg, VA 24060 by the above opening date and time. Bids must be submitted in a sealed envelope with the Bid Number, Title and Opening Date and Time and Contractor’s License number shown clearly on the envelope. Bids received after the above time and date will be returned to bidder unopened.

1.1.2 ENVELOPE IDENTIFICATION: The signed Bid Form and all other required documents must be returned in sealed envelope. The Bidder shall clearly mark on the outside of the envelope, SEALED BID, include the bid number and subject, bid opening date and time, and the bidder’s complete mailing address, and Contractor’s State License Number, Class of License, and Expiration Date. Sealed bids may be hand delivered to the designated location.

1.1.3 PREMATURE OPENING OF BIDS: The Town will not be responsible for premature opening or late arrival of bids improperly addressed or identified. If a bid is mailed in an envelope, not as specified, the

Bidder takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid to be disqualified. The Town reserves the right to declare such a bid as non-responsive.

1.1.4 PUBLIC OPENING: Bids will be publicly opened and read aloud on the date and at the time as stated above.

1.1.5 BID CLARIFICATION: Clarification of Bid Documents: If any Bidder has questions about the Invitation for Bid, the Bidder should notify, in writing, the Purchasing Agent by the date as stated in this bid package. The Town will answer questions in writing and will supply the same information to all known prospective bidders via addenda which will be posted on the Town's web site at <http://www.blacksburg.gov>. Revisions to the solicitation will only be made by addendum issued by the Purchasing Office.

1.1.6 ADDENDA: All addenda will be issued by the Town by posting the addenda on the Town's website. All such addenda shall become a part of the solicitation documents and shall become part of the Contract Documents. The Town accepts no liability for late receipt or non-receipt of addenda.

1.1.7 BID BOND OR GUARANTEE: Each bid shall be accompanied by a bid guarantee of five percent (5%) of the amount of the bid, which can be a certified check, cashier's check, or letter of credit from a Virginia bank to the Town of Blacksburg. Such bid bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw such a bid during the period of sixty (60) days following the opening of the bids; that if such a bid is accepted, the Bidder will accept and perform under the terms and conditions of the bid and agreement. The bid guarantee will be returned upon award of contract.

1.1.8 PERFORMANCE AND PAYMENT SECURITY: The successful Bidder shall submit to the Town of Blacksburg a performance and payment bond in the amount of 100% of the contract price, to secure the performance of the contract and to insure payment for all labor, materials and equipment furnished for use in the performance of this contract. These securities must be submitted prior to the commencement of any work.

1.1.9 CONTRACTOR REGISTRATION: If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by Bidder within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more, the Bidder is required under Title 54, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seven thousand five hundred dollars (\$7,500) or more, but less than one hundred twenty thousand dollars (\$120,000), the Bidder is required to be licensed as a "CLASS B CONTRACTOR". "Class C contractors" perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$7,500, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. "Class C contractors" perform or manage construction, removal, repair, or improvements when the total value referred to in a single contract or project is over \$1,000 but less than \$7,500, or the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is less than \$150,000. **The Bidder shall place on the outside of the envelope containing the bid whichever of the following notations is appropriate, inserting his contractor license number:**

Licensed Class A Virginia Contractor No. __, Specialty __, Exp. Date __

Licensed Class B Virginia Contractor No. __, Specialty __, Exp. Date __

If the Bidder shall fail to provide this information on his bid or on the envelope containing his bid and shall fail to promptly provide said Contractor license number to the Town in writing when requested to do so

before or after the opening of Bids, he shall be deemed to be in violation of Section 54-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

1.2.0 LICENSE REQUIREMENT: All firms having a business location or office in the Town of Blacksburg are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Out of Town Contractors performing work in excess of \$25,000 must also obtain a license before work begins. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL tax should be directed to the Finance Department, telephone number (540) 961-1108.

1.2.1 WITHDRAWAL OF BID DUE TO ERROR: A Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The Bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and submit bid "work papers" with said notice.

No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent.

If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

1.2.2 BIDDER'S RESPONSIBILITY: Bidders shall examine the Contract Documents and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or that may later exist, or if conditions or difficulties that may be encountered in the work as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

In order for the bid to be considered for award, all requested information on all the required forms must be provided. Bidders should review the documents prior to submission to insure that there are no omissions or blanks

1.2.3 INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Town. No substitutions or cancellations shall be permitted without prior written approval from the Purchasing Agent.

1.2.4 ACCEPTANCE OF BIDS: Bids submitted shall be binding for ninety (90) calendar days following the bid opening date, unless extended by mutual consent of all parties.

1.2.5 MULTIPLE AWARDS: The Town reserves the right to award multiple contracts for all of the specified item(s) or service(s) described by the invitation for bid to more than a single responsive and responsible bidder. Multiple contracts may also be awarded to the lowest responsive and responsible bidder for each required good, service, or equipment, described by the invitation for bid.

1.2.6 MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the bid or delivery for each chemical and/or compound offered and/or purchased. Failure on the part of the Bidder to submit such data may be cause for declaring the bid as non-responsive.

1.2.7 SAMPLES: If required must be furnished free of expense to the Town on or before date specified. If not destroyed in examination, they will be returned to Bidder, if required, at Bidder's expense. Each sample must be marked.

1.2.8 CONDITION OF ITEMS: All items bid shall be new, current model year, in first class condition and include containers suitable for shipment and storage, unless indicated in solicitation.

1.2.9 PRICING ERRORS: In case of an error in price extension, the firm fixed unit price shall govern.

1.3.0 QUANTITIES: The Town does not guarantee any minimum or maximum quantities. While the intent of this Invitation for Bid is to purchase an exact quantity as stated, the Town reserves the right to increase or decrease the quantity should it be deemed in the Town's best interest. Quantities as specified are approximate and are prepared for the solicitation.

1.3.1 PROPRIETARY INFORMATION OR TRADE SECRETS: Bidders are advised that Section 2.2-4342 of the Code of Virginia, i.e., the Virginia Public Procurement Act, shall govern public inspection of all records submitted by the Bidder. Specifically, if Bidder seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, **Bidder 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 needed.** Furthermore, the Bidder shall submit proprietary information under separate cover, and the Owner reserves the right to submit such information to the Town Attorney for concurrence of the Bidder's claim that it is in fact proprietary. References may be made within the body of the bid to proprietary information; however, all information contained within the body of the proposal not labeled proprietary or otherwise not meeting all three of the requirements of Section 2.2-4342 shall be public information in accordance with State statutes.

1.3.2 EQUALS: Unless otherwise specified herein, the name of a certain brand, make or manufacturer is used only to convey general style, type, character, and quality of the article desired. It is not intended to restrict bidders to the specific brand name; however, it is the Bidder's responsibility to prove their product as equal.

1.3.3 NO RESPONSE: Failure to respond to this bid, even in the event of a "No Bid" may be grounds for removal from the Town's bid list.

1.3.4 TIE BIDDING: Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent or designee and/or investigation for anti-trust violations.

1.3.5 CONDITIONAL BIDS: A conditional or qualified bid shall not be accepted.

1.3.6 AVAILABILITY OF FUNDS: Unless canceled or rejected, the responsive bid from the lowest responsible Bidder shall be accepted as submitted, except that if the responsive bid from the lowest responsible Bidder exceeds available funds, the designated official may negotiate with the apparent low Bidder to obtain a contract within available funds. Such negotiated adjustment shall be based upon eliminating, in order, independent deductive items specified in the Invitation to Bid, reduction in unit price or reduction in scope of work.

1.3.7 INDEMNIFICATION: Successful Bidder shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Successful Bidder, its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by this contract. Successful Bidder shall save harmless and indemnify the Town, its agents, volunteers, servants, employees and officers from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. Successful Bidder shall, upon written demand by the Town, assume and defend at Successful Bidder's sole expense any and all such suits or defense of claims. Note: The Town *cannot legally* agree to any clause indemnifying the Bidder from any damages arising out of the contract or holding the Bidder harmless. The submission of a bid means that the Bidder agrees to not request such language in the resulting contract.

2. AWARD

2.1.1 NEGOTIATION: The contract shall be awarded to the responsive bid submitted by the lowest responsible bidder. Unless canceled or rejected, a responsive bid from the lowest responsible shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, and if, time or economic considerations preclude resolicitation of work of reduced scope, the Town Manager or his designee may negotiate with the apparent low bidder to obtain a contract price within available funds. If both conditions set forth in the preceding sentence are not met, the Town shall not have the power to negotiate.

2.1.2 TECHNICALITIES/INFORMALITIES: The Town reserves the right to accept or reject all or any part of the bids, waive minor technicalities or informalities and award the Contract to the lowest responsive, responsible Bidder to best serve the interest of the Town.

2.1.3 UNIT COSTS: The low bid shall be determined by the firm fixed unit prices as listed in the Pricing Schedule (bid form) that completely satisfies the specifications and time schedules.

2.1.4 SPLIT AWARDS: The Town reserves the right to award on a lump sum basis, individual line item basis or such combinations that it deems to be in its best interest. It also reserves the right to accept or reject any or all bids and to waive informalities and/or irregularities.

2.1.5 PURCHASE ORDER: The resulting purchase order shall cover the cost of all labor, materials, equipment, transportation and supplies necessary for or incidental to the bid as specified herein.

2.1.6 EVALUATION: A purchase order shall be issued to the lowest responsible and responsive bidder. Bids will be evaluated in accordance with Section 2.2-4301 of Virginia State Procurement Code to include

but not be limited to cost, value analysis, inspection, testing, quality, workmanship, delivery and suitability for a particular purpose

2.1.7 QUALIFICATIONS: The Bidders shall provide the names, addresses and telephone numbers of at least three (3) other firms or government agencies for whom a similar type of work has been performed in the past twelve (12) months. Bidders must complete and return the references form.

The Town of Blacksburg will consider, in determining the qualifications of a bidder, his record in performance of any contracts for the services into which he may have entered with the Town or with other public bodies or corporations; and, the Town of Blacksburg expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

The Town of Blacksburg will make an investigation as to the ability of the bidder to perform the work. The Town of Blacksburg reserves the right to reject any bid, if the evidence submitted by, or investigation of bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

The Town reserves the right to inspect bidder's facility, prior to award, to satisfy questions regarding the bidder's capabilities.

2.1.8 PROGRESS SCHEDULE: A Notice of Award shall be issued, by the Purchasing Office, within five (5) working days of the decision to award. This notice of Award will designate the Project Manager and instructions on a pre-construction conference, if applicable, and a meeting will be held with the apparent low bidder to determine scheduling and availability.

The successful bidder shall return executed contract documents, insurance certificates and performance, labor/material payment bonds to the Purchasing Agent within ten days.

In case of the failure of the Bidder to furnish the required forms, the Owner may consider the Bidder in default, in which case the Bid Bond shall become the property of the Owner.

The Owner within ten days of receipt of these documents will issue completely executed contractual documents.

The Notice to Proceed shall be included with the purchase order.

The Contractor shall commence work on the date as stated on the Notice to Proceed with full completion by the completion date as stated on same Notice. The time so stipulated shall be deemed to be of the essence of the Contract.

2.1.9 INSURANCE: By signing and submitting a bid for this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage **at the time the work commences**. Additionally, it will maintain these during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission.

The Contractor shall provide the Purchasing Agent with a Commonwealth of Virginia Certificate of Insurance prior to the commencement of any work under the contract and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:

- (1) Worker's Compensation—Standard Virginia Worker's Compensation Policy.
- (2) Employer's Liability--\$100,000.00
- (3) Broad Form Comprehensive General Liability--\$2,000,000.00 Combined Single Limit. The Town of Blacksburg is **to be named as an additional co-insured** with respect to the services being procured. This coverage to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- (4) Automotive Liability--\$1,000,000.00 Combined Single Limit.

A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the Purchasing Agent at the address indicated on the solicitation.

2.2.0 BID PROTEST: Any bidder desiring to protest the award or decision to award this contract shall submit such protest in writing to the Purchasing Agent within ten days after public notice of award or the announcement of the decision to award, whichever occurs first. Public notice of the award and/or decision to award shall be posted on the bulletin board in the Purchasing Office.

3.0 DELIVERY

3.1.1 TIMELINESS: Delivery time is of the essence. Bids must show number of days required to complete the work. Failure to state delivery time obligates Bidder to complete delivery within the specified time frame. This information should be stated even though a delivery date/schedule is contained in the solicitation. Unrealistically short or long delivery promised may cause bid to be disregarded. Consistent failure to meet delivery promised without valid reason shall constitute a default and may cause removal from bid list.

3.1.2 SHIPPING: Unless otherwise specified herein, all material shall be shipped FOB destination.

3.2.3 DEFECTIVE ITEMS: Defective items shall remain the property of the bidder until the defect(s) have been corrected or replaced to the satisfaction of the Town. Unaccepted material shall be returned to the bidder at the bidder's expense.

4.0 CONTRACT

4.1.1 VALID CONTRACT: In order for any contract document entered into with the Town of Blacksburg to be valid, it must be executed by an authorized person as defined in Chapter 2, Article III, Section 2-300(d) of the Code of the Town of Blacksburg, Virginia. Any Town contract shall be deemed made in Montgomery County, Virginia.

4.1.2 APPLICABLE LAWS AND COURTS: Any Town contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Montgomery County, Virginia. The Contractor shall be responsible for compliance with all the laws of the Commonwealth of Virginia, all ordinances and regulations of the Town of Blacksburg and such other standards, codes, and regulations having application to the goods or services provided.

4.1.3 ASSIGNMENT: Neither party shall assign the contract without the prior written consent of the other party. The contract shall bind the successors and assigns of the parties.

4.1.4 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Blacksburg, after due 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 Blacksburg may have.

4.1.5 TERMINATION BY OWNER FOR CONVENIENCE: Owner may terminate this Contract, in whole or in part, at any time without cause upon giving the Contractor written notice of such termination. Upon such termination, the Contractor shall immediately cease Work. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- a. All amounts then otherwise due under the terms of this Contract,
- b. Amounts due for Work performed in accordance with the Contract subsequent to the latest approved Certificate for Payment through the date of termination,
- c. Reasonable compensation for the actual cost of demobilization (if any) incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation or damages for lost profits or for any other type of contractual compensation or damages other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.

4.1.6 CHANGES, ADDITIONS, DELETIONS: No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted without the prior written approval from the Purchasing Office of the Town of Blacksburg

4.1.7 CONTRACTUAL DISPUTES: All claims which may arise under this agreement shall be resolved through the procedure set forth in Blacksburg Town Code section 16-506 "Contractual Disputes."

4.1.8 CONTRACTUAL DOCUMENTS: The contract entered into by the parties shall consist of this Invitation for Bid, Owner's General Terms and Conditions, supplemental conditions, the bid submitted by the Contractor, the Town of Blacksburg's Contract or Purchase Order, any change orders issued, addenda, all of which may be referred to as the Contract Documents.

4.1.9 COOPERATIVE PROCUREMENT: Other public bodies within the Commonwealth of Virginia may utilize this bid (if not for construction) and subsequent contract award if the vendor is in agreement.

5.0 PAYMENT

5.1.1 PROGRESS PAYMENTS: Progress payments are allowable with no more than five percent (5%) being retained by the Town until completion of the work and inspection and acceptance by the Town. Terms are Net 30.

5.1.2 INVOICES: All invoices and statement shall reference the purchase order number and be submitted to Town of Blacksburg, Accounts Payable, PO Box 90003, Blacksburg, VA 24062-9003.

5.1.3 SUBCONTRACTS: Upon request, the Contractor shall provide the names and addresses of all major material suppliers and subcontractors to the Town of Blacksburg.

5.1.4 SUBCONTRACTOR PAYMENT REQUIREMENT: For any contract with a nongovernmental, privately owned enterprise, for goods or services, the contract shall include:

- a. a payment clause which obligates the contractor to take one of the two following actions within seven days after receipt of amount paid to the contractor by the Town for work performed by the subcontractor under that contract:
 1. Pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract, or:
 2. Notify the Town and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- c. An interest clause that obligates the contractor to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the Town for work performed by the subcontractor under that contract, except for amounts withheld as allowed above.
- d. An interest rate clause stating, "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- e. The contractor shall include in each of its subcontracts a provision requiring each subcontractor in include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6.0 LAWS & REGULATIONS

6.1.1 LAWS AND REGULATIONS: The Contractor shall give all notices and comply with all laws, ordinances, regulations, and lawful orders of any public authority bearing on the performance of the work.

The contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia (1950), as amended, relating to labor unions and the "right to work", and all Contractors and Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to this project shall comply with all of the said provisions.

The Contractor shall furnish the Town copies of affidavits upon request giving the original dates, renewal dates and expiration dates of all labor contracts related to any phase of the work to be performed on the project site under this contract, if applicable.

The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia (1950), as amended, shall apply to all work under this contract.

6.1.2 AUDIT: The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town of Blacksburg, whichever is sooner. The Town, its authorized agents, and/or State auditors shall have full access to and the right to examine any of the said materials during said period.

6.1.3 ANTI-TRUST: By entering into a contract the Bidder conveys, sells, assigns, and transfers to the Town of Blacksburg all rights, title and interest in and to all causes of the 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 Blacksburg under the contract.

6.1.4 ETHICS IN PUBLIC CONTRACTING: The provisions contained in Sections 2.2-4367 – 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia(1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Blacksburg. A copy of these provisions may be obtained from the Purchasing Office upon written request.

By submitting their bids, all Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction of 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.

6.1.5 DEBARMENT STATUS: By submitting a Bid or by the acceptance of a Town of Blacksburg Purchase Order, all firms certify that they are not currently debarred from doing business with or in the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from doing business with or in the Commonwealth of Virginia.

6.1.6 NONDISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1 and 2 below apply:

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 state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

The Town does not discriminate against faith based organizations.

6.1.7 DRUG-FREE WORKPLACE: During the performance of this contract, if the contract is over \$10,000 the contractor agrees to (I) provide a drug free workplace for the contractor's employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug free workplace and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

6.1.8 MINORITY UTILIZATION: It is the policy of the Town of Blacksburg to contribute to the establishment, preservation, and strengthening of minority business enterprises and to encourage the participation of minority businesses in Town procurement activities. Towards that end, the Owner encourages firms to provide for the participation of minority owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities

6.1.9 OWNER TAX STATUS: The Town of Blacksburg is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request. The Town's Federal Tax ID number is 54-6001146.

6.2 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting bids, bidders certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986. 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.

V. AMERICAN RESCUE PLAN ACT (ARPA) TERMS AND CONDITIONS

The contract or purchase order to which these terms and conditions are attached is made using federal assistance provided to the Town of Blacksburg (“Town”) by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). In using such funds, the Town must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the ARPA Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively, the “Regulatory Requirements”).

The following terms and conditions apply to this solicitation and resulting contract between the Town of Blacksburg and the awarded contractor. The prime contractor shall include the following mandatory contract provisions in its contracts with subcontractors and be responsible for ensuring compliance by any subcontractor or lower tier subcontractor with each of the following contract clauses.

A. COMPLIANCE WITH ARPA LAW AND REGULATIONS

Contractor shall comply with the requirements of section 603 of the Social Security Act (the “Act”), as added by section 9901 of ARPA, regulations adopted by the U.S. Department of Treasury (“Treasury”), and guidance issued by Treasury regarding the foregoing. Contractor also shall comply with applicable federal statutes, regulations, and executive orders, and shall provide for such compliance in all agreements it enters into with other parties relating to this Contract.

B. AFFIRMATIVE STEPS TO ENGAGE SMALL AND MINORITY BUSINESSES, WOMEN BUSINESS ENTERPRISES, AND LABOR SUPPLUS AREA FIRMS

In accordance with 2 CFR § 200.321, the Contractor shall take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. The Contractor shall take the following affirmative steps

1. Include qualified women’s business enterprises and small and minority businesses on solicitation lists;
2. Assure that women’s enterprises and small and minority businesses are solicited whenever they are potential sources;
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women’s business enterprises;
4. Where the requirement permits, establish delivery schedules which will encourage participation by women’s business enterprises and small and minority business; and
5. Use the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce.
6. Require subcontractors to take the affirmative action steps described above and set forth in 40 CFR 35.3145(d) in any contract awards or procurements.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

C. FEDERAL NON-DISCRIMINATION REQUIREMENTS

Statutes and regulations prohibiting discrimination applicable to this contract include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; and
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

D. ANTI-KICKBACK

1. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled.
2. The Contractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with these contract clauses
3. In accordance with the statute, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven (7) days after the regular payment date of the payroll period, to a representative of the Town.

E. PROTECTION FOR WHISTLEBLOWERS

In accordance with 41 U.S.C. § 4712, Contractor shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes a member of Congress or a representative of a committee of Congress; an Inspector General; the Government Accountability Office; a Treasury employee responsible for contract or grant oversight or management; an authorized official of the Department of Justice or other law enforcement agency; a court or grand jury; or a management

official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

F. CONFLICTS OF INTEREST

Contractor shall maintain a conflict-of-interest policy consistent with 2 CFR § 200.318(c) and shall apply it to each activity funded under this award. Contractor shall disclose in writing to the Town of Blacksburg, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

G. PROCESS AND REMEDIES FOR VIOLATION OR BREACH *(applies to contracts over \$250,000)*

In accordance with 2 CFR Part 200, Appendix II (A), Contractor agrees to the following processes and remedies.

1. Disputes

Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, will be decided in writing by the Town Manager. This decision will be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise delivers a written appeal to the Town Manager. In connection with any such appeal, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Town Manager will be binding upon the Contractor and the Contractor shall abide by the decision.

2. Performance during dispute

Unless otherwise directed by the Town, the Contractor shall continue performance under this contract while matters in dispute are being resolved.

3. Claims for damages

Should either party to this contract suffer injury or damage to person or property because of any act or omission of a party or of any of his employees, agents or others for whose acts it is legally liable, the injured party shall make a claim for damages in writing to such other party within one year after the first observance of such injury or damage.

4. Resolution process and venue

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question arising out of or relating to this contract or its breach will be decided by mediation, if the parties mutually agree, or in a court of competent jurisdiction in Montgomery County, Virginia, or in the U.S. District Court for the Western District of Virginia, Roanoke Division.

5. No limitation on other applicable duties, obligations, rights, and remedies

The duties and obligations imposed by this contract and the rights and remedies available under this contract will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Subrecipient or the Contractor will constitute a waiver of any right or duty afforded any of them under this contract, nor will any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6. Noncompliance with Federal requirements

In the event of Contractor's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 CFR § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments will be subject to recoupment as provided in section 603(e) of the Act.

H. TERMINATION *(applies to contracts over \$10,000)*

1. Termination for Convenience (without cause)

The Town may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Town's best interest, as determined by the Town in its sole discretion. The Contractor will be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Town. If the Contractor has any property in its possession belonging to the Town, the Contractor will account for the same, and dispose or return of it in the manner the Town directs. If the Contract elsewhere has one or more termination for convenience provisions in addition to this section, then the Town may select the termination for convenience provision for the termination that the Town deems most advantageous to the Town.

2. Termination for Default (breach or cause):

- a. If the Contractor does not deliver supplies in accordance with the delivery schedule, the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any other provision of the Contract, the Town may terminate this Contract for default. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid for the contract price for supplies delivered and accepted. If it is later determined by the Town that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Town, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience. If the Contract elsewhere has one or more termination for default/breach/cause provisions in addition to this section, then the Town may select the termination provision for the termination that the Town deems most advantageous to the Town.
- b. If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, Subrecipient may terminate this contract for default. Subrecipient shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, Subrecipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to Subrecipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by Subrecipient in completing the work. The Contractor's right to proceed will not be terminated nor the Contractor charged with damages under this clause if:
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (Examples of such causes include: acts of God, acts of the Town, acts of another contractor in the performance of a contract with the Town, strikes, and freight embargoes); and
 - (2) The Contractor, within 10 days from the beginning of any delay, notifies the Town in writing of the causes of delay. If in the judgment of the Town, the delay is excusable, the time for completing the work will be extended. The judgment of Subrecipient will be final and conclusive on the parties, but subject to appeal under the disputes clauses).

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for convenience.

3. Termination by Mutual Agreement

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment to the Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Contract.

4. Opportunity to Cure

In the case of a termination for breach or default, the Town, in its sole discretion, may allow the Contractor two (2) weeks in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Town's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) business days after receipt by Contractor of written notice from the Town setting forth the nature of said breach or default, the Town will have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default will not in any way operate to preclude the Town from also pursuing available remedies against Contractor and its sureties for said breach or default.

5. Limitation on waiver of remedies

In the event that the Town waives its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver will not limit the Town's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract.

6. Termination Procedures

If any portion of this Contract is terminated, Contractor may not incur new obligations for the terminated portion of the Contract after Contractor has received the notification of termination. Contractor must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Town shall not relieve Contractor of liability resulting from any breach of Contract by Contractor. The Town may, to the extent authorized by law, withhold payments to Contractor for the purpose of set-off until the exact amount of damages due the Town is determined.

7. Applicability

This clause extends to third-party contractors and their contracts at every tier and contractors and their subcontracts at every tier.

I. EQUAL OPPORTUNITY EMPLOYMENT (*applies to contracts exceeding \$10,000*)

Contractor shall comply with 2 CFR part 200, Appendix II (C).

1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action must include, but not be limited to, the following:
 - a. Employment, upgrading, demotion, or transfer;
 - b. Recruitment or recruitment advertising;
 - c. Layoff or termination;
 - d. Rates of pay or other forms of compensation; and
 - e. Selection for training, including apprenticeship.
2. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
3. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

4. Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.
5. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
6. Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
8. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further government contracts or Federally Assisted Construction Contracts.
9. Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

J. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (*applies to all contracts over \$100,000*)

In accordance with 2 CFR Part 200, Appendix II (E), contracts that involve the employment of mechanics or laborers will include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week will be permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 apply to construction work and provide that no laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

K. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

In accordance with 2 CFR Part 200, Appendix II (F), the parties agree that contracts or agreements for the performance of experimental, developmental, or research work will provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

L. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT (*applies to purchases of more than \$150,000*).

In accordance with 2 CFR Part 200, Appendix II (G), Contractor shall

1. Comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.;
2. Comply with applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.; and
3. Report each violation of the Clean Air Act and the Water Pollution Control Act to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

M. SUSPENSION AND DEBARMENT (*applies to all purchases*).

In accordance with 2 CFR Part 200, Appendix II (H), Contractor attests to the following.

1. None of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
2. The Contractor shall comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact. If it is later determined that Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

N. BYRD ANTI-LOBBYING AMENDMENT (*applies to all purchases*).

In accordance with 2 CFR Part 200, Appendix II (I), the parties agree as follows:

1. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each contractor tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.
2. Contractors shall include the following certification language for contracts, grants, loans, and cooperative agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of the Contractor's Authorized Official
Name and Title of the Contractor's Authorized Official
Date

O. PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR Part 200, Appendix II (J) and 2 CFR 200.323, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. Contractor shall comply with other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

P. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

In accordance with 2 CFR Part 200, Appendix II (K) and 2 CFR 200.216, Contractor shall not obligate or expend loan or grant funds to

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Q. DOMESTIC PREFERENCE FOR PROCUREMENT

In accordance with 2 CFR Part 200, Appendix II (L) and 2 CFR 200.322, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

R. COMPLIANCE WITH OTHER FEDERAL PROVISIONS

Contractor acknowledges that Federal financial assistance is being used to fund all or a portion of this contract. In addition to Federal provisions already referenced, Contractor shall comply with applicable Federal laws, regulations, executive orders, and rules. Additional provisions applicable to this Contract include, without limitation, the following.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to the funds awarded to the Town of Blacksburg ("Town") under ARPA, and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, apply to this award;
2. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
3. Reporting Sub-award and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference;
4. Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference and applies to grant awards over \$150,000;
5. Generally applicable federal environmental laws and regulations.
6. Government-wide Requirements for Drug-Free Workplace, 31 CFR Part 20, which states, "Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.";
7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations, and which apply to the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms; and
8. Generally applicable federal environmental laws and regulations.

S. ACCESS TO RECORDS *(applies to all purchases)*.

1. The Contractor shall provide the Town, Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor shall permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.
3. The Contractor shall provide the Treasury Department or authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

4. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

T. INCREASING SEAT BELT USE IN THE UNITED STATES

In accordance with Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented, or personally owned vehicles.

U. REDUCING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

V. PUBLICATIONS

Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRP0598 awarded to the Town of Blacksburg, Virginia, by the U.S. Department of the Treasury."

W. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Town, Contractor, or any other party to any matter resulting from or relating to the contract.

X. TOWN HELD HARMLESS

Contractor shall include the following language verbatim in every subcontract for services which relate to the subject matter of this Contract: "Subcontractor shall protect, defend, indemnify, and hold harmless Town of Blacksburg, its officers, employees and agents from all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that Town of Blacksburg is a third-party beneficiary to this Contract and has the right to bring an action against subcontractor to enforce the provisions of this paragraph."

Y. FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that making false statements or claims in connection with this Contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law. Contractor further acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.) apply to its actions pertaining to this Contract. In executing this contract, Contractor certifies the truthfulness and accuracy of any statement it has made, makes, may make, or causes to be made, pertaining to this contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent to the Federal Government deems appropriate.

Z. CONFLICTS AND INTERPRATION

To the extent that any portion of these ARPA terms and conditions conflict with any other term or condition of this solicitation expressed outside of these ARPA terms and conditions, the ARPA terms and conditions govern.

AA. GOVERNING LAW AND VENUE

This Contract is governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto must be brought in the appropriate court of competent jurisdiction in Montgomery County, Virginia, or in the U.S. District Court for the Western District of Virginia, Roanoke Division.

**31 CFR Part 21 – New Restrictions on Lobbying –
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name and title of person signing above)

TRAIL WIDENING - SCOPE OF WORK / SPECIFICATIONS

This contract will be awarded lump sum. Once work begins, the trail widening portion of this contract will be given priority with respect to funding. The trail overlay portion of this contract will be prioritized as noted in the specifications, should funding remain.

The work shall include all labor, insurance, permits, materials, personnel, transportation, supplies, equipment, machinery and all other matters as necessary for or incidental to the widening of trail and furnishing and installation of plant mix asphalt as specified herein. All work and materials shall conform to the Virginia Department of Transportation Road and Bridge Specifications of 2020, including special provisions.

The work encompasses the widening of existing trail to a minimum width of 10-ft at two distinct locations along the Huckleberry Trail. The first section (Southern) extends from Hightop Rd. to the trail roundabout located adjacent to the trail tunnel under 460 Bypass. The second section (Northern) extends through Heritage Park from the upper parking lot on Glade Rd. to the lower parking lot on Meadowbrook Rd. The following sketches and estimate table, depict the intended work package:



	Measurements		Estimated Quantities		
	Length	Final Area	Mill (@8ft wide)	Stone (@6" thick)	Mix (@220 lb/SY)
Southern Section	8709 LF	9677 SY	7741 SY	3548 TNS	1064 TNS
Northern Section	3940 LF	4378 SY	3502 SY	1605 TNS	482 TNS
Net	12649 LF	14054 SY	11244 SY	5153 TNS	1546 TNS

The work includes the removal of existing trail to facilitate construction of approximately 14000 SY of widened trail section. Trail surfacing includes the installation of approximately 1550 tons of asphalt, type SM9.5 AL [limestone (polishing) aggregate].

The existing trail varies in width in some locations but is generally 8-ft wide. The existing asphalt and stone base structures are definitively unknown; however, it is assumed to be a minimum of 1.5" of asphalt and 4" of stone base.

Widening effort must include the full removal of the existing asphalt and underlying stone structure via mechanical milling. Milling equipment must be capable of mechanically loading the material into a truck for transport. Once the existing trail structures have been removed the new trail alignment will be established as directed by the Town inspector. Widening could occur on either or both sides of the existing alignment based on suitability.

The final trail structure must consist of a minimum of 2" of asphalt and 6" of stone base.

All asphalt must meet VDOT specifications for warm-mix asphalt. Asphalt shall be installed at a rate of two hundred twenty pounds (220lbs.) per square yard (2" thick -compacted). The rate of application may only be varied as directed by the Town's Public Works Director.

The 6" stone base can consist of one of two selections. The Town's preference is that the existing trail structure, which is removed via milling, be reused as the new trail base. This would require the material to be temporarily stockpiled until the new trail alignment has been established and then replaced and compacted. Alternatively, the stone base can consist of new 21B stone. Note: if existing trail structure material is utilized but with insufficient quantity to achieve a 6" thickness, 21B stone must be used for the remaining quantity.

Stone base material must be placed utilizing a stone box or paver capable of placing material at a minimum width of 11-ft. The stone base must extend a minimum of 0.5 ft on both sides of the final asphalt surface. Stone shall be adequately compact to achieve proper density as verified by the Town inspector.

Asphalt shall be measured in tons based on tickets for each load. Trail construction will be measured in Square Yardage (SY) based on the final linear footage of trail at a width of 10-ft. The Town reserves the right to vary the rate of application and/or to delete sections at the same firm fixed unit price.

Both the Northern and Southern Section include bridges that cannot be reasonably crossed with construction equipment (see sketch). Access considerations must be made accordingly from alternate sides.

Erosion and Sediment Control considerations are required to protect vulnerable areas adjacent to the trail, particularly live streams. Silt fence protection, as detailed in the Virginia Erosion and Sediment Control Handbook (VESCH), along the downstream side of the trail shall be installed as directed by the Town inspector. For the purposes of bidding, a total of 13000 LF of silt fence should be included, the cost for which shall be incidental to trail construction.

This work shall be completed calendar year 2025. During construction the trail sections (Northern and Southern) will be alternately closed to public use. Trail closure must be coordinated with the Town's Parks and Recreation Department and a minimum of 2 weeks' notice must be provided prior to the anticipated start. Once started, work must be progressed to completion without delay to minimize the duration of trail closure.

The Contractor shall be responsible for all traffic control devices to facilitate the trail closure as required to always ensure a safe work zone (flagmen, signs, barricades etc.). The Contractor shall be responsible for providing all necessary flagging and traffic control at trail entrances.

This work shall not be subcontracted without expressed, written consent of the Town of Blacksburg.

If desired, a site visit can be arranged. Contact Joshua Middleton – Assistant Director @ 540 443-1241.

TRAIL OVERLAY - SCOPE OF WORK / SPECIFICATIONS

The work shall include all labor, insurance, permits, materials, personnel, transportation, supplies, equipment, machinery and all other matters as necessary for or incidental to the asphalt resurfacing of multi-use recreational trails at multiple locations within town limits. The total area to be resurfaced is estimated to be 21,600 SY, (2,376 tons). (See exhibits)

<u>Priority</u>	<u>Location</u>	<u>Length (ft.)</u>	<u>Width (ft.)</u>	<u>S.Y.</u>
1	Huckleberry Trail (Research Center Dr.)	700	10	778
2	Huckleberry Trail (Plantation Rd)	1150	10	1278
3	Huckleberry Trail (Heather Dr)		Variable	850
4	Huckleberry Trail (Prices Fork Rd))	2000	10	2222
5	Shenandoah Trail		Variable	9970
6	Deerfield Trail	4000	8	3556
7	Wyatt Farms Trail	5568	8	4950

The work consists of placement of SM-9.5AL asphalt, installed at the rate of 220 pounds per square yard two inches (2"). Prior to application, the surface shall be cleaned and free of all foreign matter. The rate of application may be varied as directed by the Town. Asphalt tack coat shall be NTCRS-1HSP, undiluted, and applied at 0.04 – 0.07 gal/yd², air temperature 50F and rising, pavement temperature 50F and rising.

The work shall include all labor, insurance, permits, materials, personnel, transportation, supplies, equipment, machinery and all other matters as necessary for or incidental to the complete furnishing and installation of plant mix asphalt as specified herein. All work and materials shall conform to Section 211 of the Virginia Department of Transportation Road and Bridge Specifications, latest edition, including any special provisions.

The producer will be required to run Quality Control (QC) testing once daily for asphalt content and gradation, plus one sample per day for volumetrics. All test results shall be provided to the Public Works Department upon request. Prior to the commencement of any work, the Contractor shall submit to the Public Works Assistant Director of Field Operations for approval the following:

- a. A job mix formula for bituminous concrete for each type.
- b. A copy of the asphalt plant operator's VDOT technician certification.
- c. A copy of the asphalt plant scales' test results.
- d. Copies of bituminous concrete testing gradation and asphalt content per lot.

All new pavement edges that are adjacent to gravel, turf, or vegetated areas shall be backfilled with screened topsoil free of rocks, roots, debris, etc. Finished backfill material shall be flush with paved surface with a 2% slope away from the trail. Disturbed turf areas shall be backfilled with clean topsoil and raked to match existing contours.

All newly installed topsoil shall be seeded at a rate of 8/10 lbs. /1000 SF. A straw mulch shall be added over topsoil and disturbed areas at a rate of 90 lbs./1000 SF.

The Contractor shall furnish signs and flaggers as needed to redirect pedestrians and bicycles away from work area.

The Contractor shall be responsible for all traffic control devices as required by the current edition of the Virginia Department of Transportation Work Zone Safety Manual, to ensure a safe work zone at all times (flagmen, signs, etc.). The Contractor shall ensure work zone safety and traffic management. The Town shall not furnish flagmen. The Contractor shall be responsible for providing all necessary flagging and traffic control at intersections and entrances.

This work shall not be subcontracted without expressed, written consent of the Town of Blacksburg.

LIQUID ASPHALT ADJUSTMENT

This contract is subject to the following price adjustment terms for the Liquid Asphalt used in bituminous concrete (asphalt) actually used for this project. Such price adjustment will be used to increase or decrease the contractor's approved invoices as set forth herein.

P – means Price Adjustment in dollars

T – means tons of bituminous concrete (asphalt) actually placed as set forth in contractor's invoice as approved by the Town.

A – means Liquid Asphalt percentage content of T as it is defined by the Virginia Department of Transportation (VDOT) mix design.

Using the VDOT monthly Price Adjustment Index for Asphalt:

D1 – means the Base Price Index for the month in which the bids for the project were received by the Town.

D2 – means the Current Price Index for the month in which the bituminous concrete (asphalt) was actually placed on the roadway.

The formula to be used for such price adjustment shall be:

$P = T \times A \times (\text{the price variance between D1 and D2})$

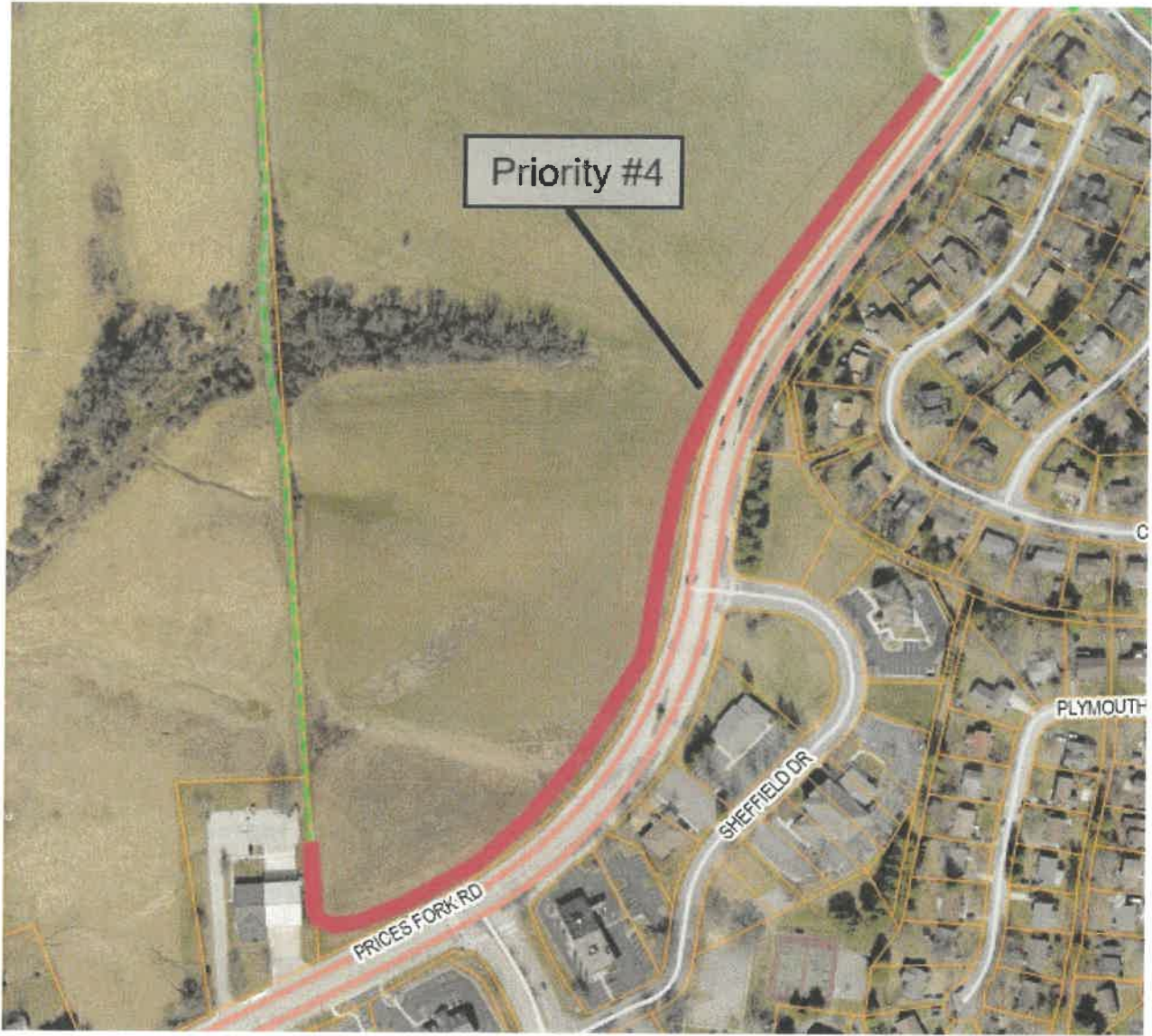
Notwithstanding anything set forth herein, this price adjustment clause shall only be used if the price variance between D1 and D2 is equal to or greater than 1% of D1.

If D2 is greater than D1, the resultant price adjustment amount using the above formula will be added to the contractor's approved invoice. However, if D1 is greater than D2 then the resultant price adjustment amount using the above formula will be deducted from the contractor's approved invoice.

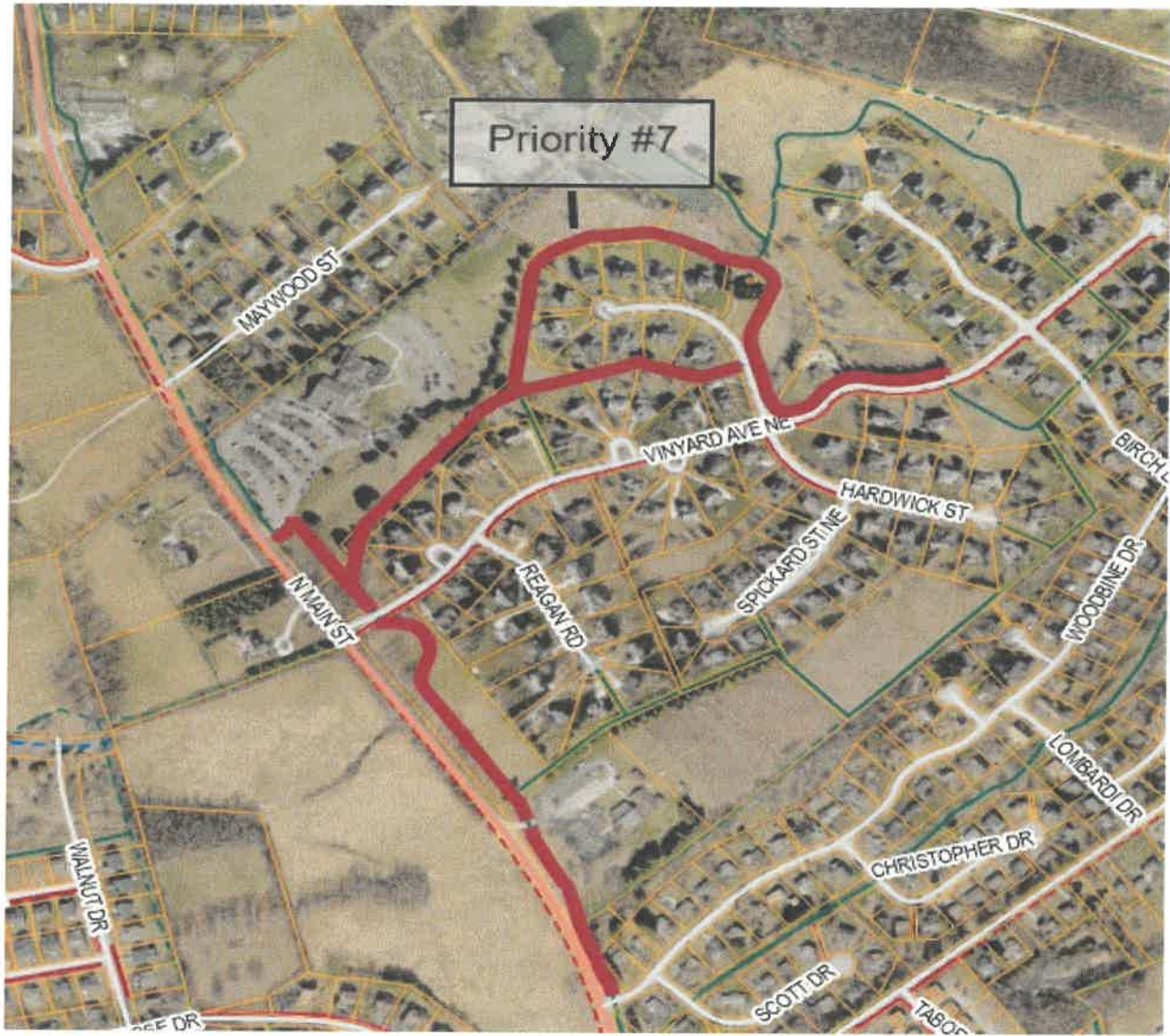
EXHIBITS – TRAIL OVERLAY











SUPPLEMENTAL CONDITIONS

LIQUIDATED DAMAGES: Liquidated damages will be assessed as damages, but not as a penalty, at a rate of \$100.00 per calendar day, as the sole remedy, for each and every calendar day the project is not complete beyond 365 calendar days from notice to proceed. For liquidated damages to be assessed, the Owner must notify the Contractor in writing of the Owner's intention to claim liquidated damages prior to the time such liquidated damages begin to accrue.

A performance bond and a labor and material payment bond for the full contract price and a certificate of insurance naming the Town of Blacksburg as an additional insured will be required prior to beginning work.

SPECIFICATIONS

REFERENCES

Please submit a minimum of three references below, to include company, address, contact person and telephone number, of companies in which you have performed similar work within the past three years. Return these with your bid submittal.

1.

2.

3.

BID FORM

IFB 1193-24 Trail Widening and Trail Overlay

In compliance with the Invitation for Bid, the undersigned hereby proposes to furnish the plant, labor, materials and equipment and perform all work, in accordance with the plans and specifications, including all addenda, and agrees to furnish a performance bond and labor/material payment bond, in the amount of 100% of the contract price, in consideration of the price as set forth below.

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Extended Cost</u>
Trail Widening Paving Asphalt SM9.5AL	1,550 tons	_____	_____
Trail Widening Construction	14,000 SY	_____	_____
Trail Overlay Asphalt SM-9.5AL	2,376 tons	_____	_____

LUMP SUM BID \$ _____

THE BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA (IF ANY):

_____ DATED _____

_____ DATED _____

COMPANY _____

AUTHORIZED SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL _____

CONTRACTOR'S LICENSE NUMBER _____

VIRGINIA STATE CORPORATION COMMISSION LICENSE NUMBER _____

Is your company certified as a SWAM vendor through the State of Virginia?

Yes _____ No _____

Is your company certified as a DBE? Yes _____ No _____

The following employees in our organization are duly authorized to sign binding agreements for and on behalf of the Owner, Partner, or Corporation including, but not limited to, Invitations for Bid, Pay Request, Change Orders, Required Certifications, etc:

Type or Print Name

Signature

Contractor Name: _____

Signed By: _____
(Owner, Partner, or Principal of the Corporation)

(Typed Name)

(Title)

**7. COMMONWEALTH OF VIRGINIA
WORKERS' COMPENSATION
Certificate of Coverage**

Section 2.2-4332, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions, or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of Work.

This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia. Yes No
Insurance Company _____
Policy expiration date _____
- B. is self insured for workers' compensation. Yes

Title of Construction Contract: _____

Contract Number: _____

Signed by: _____

Title: _____

Firm Name: _____

Address: _____

**TOWN OF BLACKSBURG, VIRGINIA
CONTRACT BETWEEN OWNER AND CONTRACTOR
Number**

This Contract, dated this _____ day of _____, 20__ between the Town of Blacksburg, Virginia, a Municipal Corporation (“Owner”) and _____, a Virginia Corporation (“Contractor”), is binding among and between these parties.

RECITALS

1. The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

<u>Owner:</u>	Town of Blacksburg, Virginia	
Attn:	Project Manager	
Address:	300 South Main Street	
City, State, Zip:	Blacksburg, Virginia 24060	
Telephone:		FAX:

<u>Contractor:</u>	_____	
Attn:	_____	
Address:	_____	
City, State, Zip:	_____	
Telephone:	_____	FAX:
Contractor’s Virginia License #:	_____	
FEIN/SSN:	_____	
SCC#:	_____	
E-mail:	_____	

2. The Project is identified as: _____
 Project Code – PC#: _____
 General Project Description:

THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

3. **STATEMENT OF WORK:** The Contractor shall furnish all labor, equipment, and materials and perform all Work for the Project in strict accordance with the Contract Documents.

4. **CONTRACT DOCUMENTS:** This Contract shall consist of the following:

- this Contract Between Owner and Contractor;
- the Bid Form submitted by the Contractor;
- bid modifications issued as addenda (if any);
- the General Conditions of the Construction Contract,
 (referred to as the “General Conditions”)
- the Supplemental General Conditions, if any;
- the Special Conditions attached to the Owner’s Invitation for Bids;
- the Owner’s Project Plans and Specifications dated.
- Post Bid Modification(s), if any, dated (none);

All of these documents are incorporated herein by reference.

4. **TIME FOR COMPLETION:** The Work shall be commenced on a date to be specified in a written order of the Owner and shall be finally completed by _____.
5. **COMPENSATION TO BE PAID TO THE CONTRACTOR:** The Owner agrees to pay and the Contractor agrees to accept as just and adequate compensation for the performance of the Work in accordance with the Contract Documents the sum of _____ (\$ _____).
6. **PAYMENTS:** The procedures for establishing a Schedule of Values for the Work, for requesting monthly progress payments for Work in place, and for requesting payments for properly stored materials are stated in the General Conditions. Unless otherwise provided under the Contract Documents, interest on payments due the Contractor shall accrue at the rate of one percent per month. §2.2-4354 of the Code of Virginia.
7. **CONTRACTUAL CLAIMS:** Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 16-506 of the Code of the Town of Blacksburg, Virginia.
8. **NON-DISCRIMINATION AND DRUG FREE WORKPLACE:** Sections §2.2-4311 and 4312 of the Code of Virginia apply to this contract.
9. **LIQUIDATED DAMAGES:** _____
10. **INCENTIVE/DISINCENTIVE:** _____

Modification or Amendment: No amendment, change or modification of this Contract shall be valid unless in writing signed by the parties hereto.

Entire Understanding: This document and any exhibit attached or documents incorporated by reference constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed on original thereof.

For the CONTRACTOR:

For the OWNER:

By: _____
(signature in ink) (date)

By: _____
(signature in ink) (date)

(typed name)

(typed name)

(typed title)

(typed title)

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

Acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, a _____ corporation, on behalf of the corporation.

Notary Public

Registration No. _____

My Commission Expires:

COMMONWEALTH OF VIRGINIA

COUNTY OF MONTGOMERY

Acknowledged before me this _____ day of _____, 20____, by _____, the _____ of the Town of Blacksburg, Virginia, a Virginia municipal corporation, on behalf of the corporation.

Notary Public

Registration No. _____

My Commission Expires:

Attachments:

- Bid Form Submitted by the Contractor
- Post Bid Modification, if any