



TOWN OF FRONT ROYAL INVITATION FOR BID #10

BID DOCUMENT

INSTRUCTIONS TO OFFERORS, GENERAL CONDITIONS, SPECIAL PROVISIONS
AND TECHNICAL SPECIFICATIONS, BID FORM FOR

**THERMOPLASTICS ERADICATION AND APPLICATION, AND
STREET AND CURB PREPPING AND PAINTING**

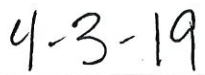
LOCATION OF BID OPENING

TOWN HALL 102 E MAIN STREET
FINANCE DEPARTMENT CONFERENCE ROOM
FRONT ROYAL, VA 22630

2:00 P.M. FRIDAY, APRIL 26, 2019



Purchasing Manager



Date

The Town of Front Royal invites the submission of sealed bids from qualified Contractors, licensed to work in Virginia, capable of satisfying the Town's needs for thermoplastics eradication and application, and street and curb prepping and painting on designated streets within the Town, in accordance with the enclosed scope of services, specifications and terms.

The initial contract period will be a one-year period, with the with the option of two (2) one-year renewals on the anniversary date, if agreed to by both parties, for a maximum total contract period of three (3) years, in accordance with the enclosed scope of services and terms.

Sealed bids, subject to the specifications and conditions contained hereto, will be received in the Purchasing Department until 2:00 P.M., local prevailing time, **Friday, April 26, 2019**, at which time and place they will be opened and read aloud. Any bid received after the announced time and date of the submittal deadline will not be considered. Fax or email submissions will not be accepted. Please Note: In the event that the Town of Front Royal offices are closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of this proposal, the published due date will default to the next open business day at the same time.

Bids are to be mailed to the Town of Front Royal, ATTN: Alisa Scott, Purchasing Manager, P.O. Box 1560, Front Royal, Virginia 22630. Bids may also be hand delivered until the scheduled date and time shown above to the Purchasing Department, 102 E. Main Street, Front Royal. The outermost envelope for which a bid is contained therein must be clearly marked "**THE THERMOPLASTICS ERADICATION AND APPLICATION, AND STREET AND CURB PREPPING AND PAINTING**". The Town of Front Royal is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Bidder to ensure that its bid reaches the Town of Front Royal by the designated date and hour.

Bid documents are available from the Town of Front Royal website www.frontroyalva.com or contact Alisa Scott, Purchasing Manager, P.O. Box 1560, 102 E. Main Street, Front Royal, Virginia 22630, phone (540) 636-6889, or email ascott@frontroyalva.com. A request for a copy of the IFB does not commit the holder to submit a quotation.

All communication regarding the specifications in this Invitation for Bid (IFB) shall be directed to the following contact:

Steve Scheulen — Public Works Infrastructure Manager
Town of Front Royal
800 Crosby Road
P.O. Box 1560
Front Royal, VA 22630
(540) 635-7819
sscheulen@frontroyalva.com

Mr. Scheulen will provide all respondents with any information required to successfully prepare a response which will meet the Town's needs. Contact with other Town employees regarding this IFB is prohibited without prior consent. Contractors who directly contact employees risk elimination. All inquiries for information must be directed via email. No questions will be answered orally.

There will be no pre-bid conference. If a Contractor is interested in viewing the areas to receive the thermoplastics eradication and application, and street and curb prepping and painting, it is strongly suggested to contact Steve Scheulen, Infrastructure Manager, at (540) 635-7819 to set up an appointment, as there may be additional conditions of the streets that will need to be addressed during this project. Contractors shall inform themselves fully of the conditions related to services required herein. Failure to do so will not relieve a Contractor of the obligation to furnish all goods and/or services necessary to carry out the provisions of the Contract. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids. It shall be the bidder's responsibility to advise the Director of Finance in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to be received.

The awarding authority for this Contract is the Town of Front Royal. It is understood and agreed that the contract generated from this IFB shall be subject to annual appropriations by the Town of Front Royal Town Council. Should the Council fail to appropriate funds for the contract, the contract will be terminated when funds are exhausted. There shall be no penalty should the Council fail to make annual appropriations for the contract.

Submittal of a bid indicates acceptance by the Bidder of the conditions contained in this request. The Town of Front Royal reserves the right to amend the specifications of this Invitation for Bid and request new and/or updated bids at any time prior to award of contract.

Bids shall remain valid for ninety (90) days following the opening date. No bid may be withdrawn or changed during this period.

Ownership of all data, materials and documentation originated and prepared for the IFB shall belong exclusively to the Town of Front Royal and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protections of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material should be submitted in a separate sealed envelope and marked proprietary. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.

By participating in this procurement, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. (*Code of Virginia* § 2.2-4367)

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and only materials or equipment of highest quality and correct type, size and design are to be used. Likewise, all workmanship is to be of the highest quality. All interpretations of these specifications shall be made on the basis of this statement.

The Town of Front Royal reserves the right to accept or reject without prejudice any or all bids; to waive informalities; to negotiate with the lowest qualified Bidder in order to stay within available budget funding; and to award the project as deemed in its judgment to be in the best interest of the Town of Front Royal.

All expenses for preparing a bid in response to the Invitation for Bid shall be incurred by the Bidder.

Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All Bidders shall abide by all applicable State and Federal laws.

The Town of Front Royal does not discriminate against small and minority businesses.

THERMOPLASTICS ERADICATION AND APPLICATION
STREET AND CURB PREPPING AND PAINTING
GENERAL TERMS AND CONDITIONS

It is the express intent of this Invitation for Bid (IFB) to acquire a fully qualified Contractor, licensed to work in Virginia, to provide and install thermoplastics eradication and application street and curb prepping and painting in accordance with specifications and conditions herein for the Town of Front Royal.

1. Bids shall be enclosed in a sealed envelope clearly marked "**THERMOPLASTICS ERADICATION AND APPLICATION STREET AND CURB PREPPING AND PAINTING**", and mailed to the Town of Front Royal, ATTN: Alisa Scott, Purchasing Manager, P.O. Box 1560, Front Royal, VA 22630. Bids may also be hand delivered to the Purchasing Department, 102 East Main Street, Front Royal. The bidder shall place on the outside of the envelope the name of the firm submitting the bid.
2. It is the responsibility of the bidder to ensure that the bid is delivered to the place designated for receipt of bids prior to the time set for receipt of bids. No bid received after the time designated for receipt of bid will be considered. Fax or email bids will not be accepted. The Town of Front Royal is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to ensure that its proposal reaches the Purchasing Department by the designated date and hour.
3. Bid submissions must be on the enclosed bid forms. Failure to submit a bid on the official Town form provided for that purpose shall be cause for rejection. Modifications or additions to any portion of the solicitation may be cause for rejection of the bid; however the Town reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as nonresponsive.
4. Bid submissions shall be valid for ninety (90) days following the opening date. No bid may be withdrawn or changed during this period.
5. The Town of Front Royal reserves the right to reject any or all bids or parts of bids, to waive informalities, and to request rebids. The Town of Front Royal also reserves the right to award the Contract in the best interest of the Town. It further reserves the right to award the contract on a split order, lump sum, or individual item basis, or any such combination as shall serve in the best interest of the Town, unless otherwise specified.
6. Submitted bids submitted shall be subject to public inspection in accordance with Section 2.2-4342 and Section 2.2-3704 and 3705 of the Code of Virginia. Ownership of all data, materials, and documentation originated and prepared for the Town of Front Royal pursuant to this RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets

or proprietary information submitted by a bidder shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder must invoke the protections of *Virginia Code* § 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that contain trade secrets or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

7. Quantities as specified on the bid form are approximate and are presented in order to obtain unit prices and approximate amount of the contract. The Town does not guarantee any minimum or maximum quantities. Quantities shall be verified by the successful Contractor before placing orders for material. No payment shall be allowed for excess materials. Regardless of uncertainties of material supply and production at the time of bidding, bidders shall base their bids in strict accordance with item, materials, and methods as set forth in the Contract Documents.
8. Pay items that are required to complete the scope of the work, as defined by the project plans and specifications may be added to the list of pay items by the Town.
9. Bidders will indicate a unit price for each item listed. The listed bid items are to contain all necessary cost required for completion of the referenced project. It is understood that all quantities listed herein are estimated quantities and the Town reserves the right to increase, decrease, or eliminate any quantity or item as may be necessitated by conditions found during progress of this project, should it be deemed to be in the best interest of the Town. The unit prices shall be used in determining partial and final payments.
10. Where the unit price and the extension price are at variance, the unit price will prevail.
11. Bids which are incomplete, unbalanced, conditional, obscure, or which contain additions not allowed for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the Town of Front Royal.
12. Bids shall be signed by the person or member of the firm who is legally authorized to enter into a binding Contract. All documents shall be signed in ink. Any corrections to entries made on the forms shall be made in ink and initialed by the person signing the response.
13. All bids must be accompanied by a fully completed and properly executed original Bid Bond, certified check, cashier's check, or money order in the sum of five percent (5%) of the amount of the bid and made payable to Town of Front Royal. Said check, draft or bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within thirty (30) days after the acceptance of the bid, enter into a Contract with the Town of Front

Royal for the services proposed to be performed and will at that time furnish an acceptable Contract surety.

14. Said instruments and the monies payable thereon will, at the option of the Town of Front Royal, be forfeited as liquidated damages, if the Bidder fails to execute the written Contract and furnish the required surety bond within thirty (30) consecutive calendar days following written notice of the award of the Contract. Award will then be made to the next lowest responsive and responsible Bidder.
15. A fully completed and properly executed original Performance Bond, equal to one hundred percent (100%) of the bid will be required of the successful Bidder to ensure satisfactory completion of the work. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the Town of Front Royal.
16. A fully completed and properly executed original Payment Bond, equal to 100% of the bid will be required of the successful Bidder. The bond shall be conditioned upon the payment of all persons who have and fulfill contracts for the successful Bidder for performing labor, providing equipment, or providing material in the performance of the work provided for in the Contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the Commonwealth of Virginia and acceptable to the Town of Front Royal.
17. The award of a Contract shall be determined in the sole discretion of the Town of Front Royal. The Town reserves the right to reject any or all bids, and to waive any informality in quotations submitted in response to this IFB. The rights are also reserved to award the Contract where it appears to be in the best interest of the Town of Front Royal. The successful bidder must be willing to enter into the Town's standard Contract for Services.
18. The Contractor shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.
19. The Contractor shall perform all services to be rendered pursuant to the Contract at locations specified, and in the time frame requested by the Project Manager. The Contractor agrees to maintain all facilities and equipment used by the Contractor under this Contract in clean, sanitary, and safe condition and free from defects of every kind.
20. The Contractor agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

21. The Contractor understands and agrees that the relationship of the Contractor to the Town arising out of this Contract shall be that of independent Contractor. It is understood that the Contractor, or its staff and employees, are not employees of the Town and are therefore not entitled to any benefits provided employees of the Town. The Contractor shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.
22. No oral interpretations will be made to any Bidder as to the meaning of the specifications, or any other Contract Documents. Every request for such an interpretation must be in writing, and shall be received by the Director of Finance no less than ten (10) days prior to the date set for opening of bids. Every interpretation made to a bidder will be made as an addendum to the Contract Documents, which when issued will be sent as promptly as practicable to all persons receiving the Request for Quotation documents. All addenda shall become part of the Contract documents. No substitution of any kind or riders of any nature to the bids will be considered except by the above-described method. For purposes of this Contract, the term "interpretations" shall include the approval of product substitution.
23. The award of the Contract shall be determined in the sole discretion of the Town based upon evaluation of all information as the Town may request, whose qualifications indicate the award will be in the best interest of the Town of Front Royal, and whose bid meets the prescribed requirements. The Contract will be awarded to the bid submitted by the lowest responsive and responsible Bidder based on the total amount of the submitted quotation, except that if the bid from the lowest responsible Bidder exceeds available funds. The Town may then negotiate with the apparent low Bidder to obtain a contract price within fund. The Town reserves the right to waive any informality in bids submitted in response to this IFB when such waiver is in the best interest of the Town. The successful Bidder must be willing to enter into a general Services Contract with the Town, a copy of which is attached.
24. By submitting their bid, all Bidders certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, or services. During preparation and prior to opening, each Bidder shall not divulge, discuss or compare his response with others, and shall not collude with any other party to a response. A signed response shall be taken as an indication that the Bidder fully understands the Commonwealth of Virginia's Conflict of Interest Act and the Commonwealth of Virginia's Ethics in Public Procurement Act and that his actions in no way violate any of the provisions therein.
25. 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.

26. The Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.
27. 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 the Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor agrees to provide a drug-free workplace for the Contractor's employees; to 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; and state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace. For the purpose of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the Contract awarded to a Contractor in accordance with this procurement transaction.

The Contractor will include the provisions of the foregoing paragraphs a, b, c and d in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

28. Any Contract resulting from this solicitation 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 Circuit Court of Warren County. The Contractor shall comply with applicable Federal, state and local laws and regulations.
29. The Contractor shall give all notices and comply with all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

30. The Town of Front Royal may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the Bidder's physical plant prior to award to satisfy questions regarding the Bidder's capabilities. The Town further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein.
31. No bid, once submitted, may be withdrawn due to error except in accordance with the provisions of the Code of Virginia. The Bidder shall submit to the Purchasing Agent the original work papers, documents, and materials used in the preparation of the bid within two business days after the date fixed for submission of the bids. The work papers shall be delivered in person or by certified mail. The Bidder shall identify in sufficient detail the nature of the mistake. Such mistake shall be proved only from the original work papers, documents, and materials delivered as required herein.
32. No bid may be withdrawn under this section when the result would be awarding the contract on another bid of the same Bidder or of another Bidder in which ownership of the withdrawing Bidder is more than five percent (5%). If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
33. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
34. If the Town denies the withdrawal of a bid under the provision of this section, it shall notify the Bidder in writing stating the reasons for its decision and award the contract to such Bidder at the bid price, provided such Bidder is a responsive and responsible Bidder.
35. The successful Bidder shall provide the following insurance form to the Town:
 - Comprehensive General Liability Insurance, naming the Town as *Additional Insured*
 - Automobile Liability, naming the Town as *Additional Insured*
 - Worker's Compensation
36. The insurance shall be for the following amounts:
 - Comprehensive General Liability Insurance- \$1,000,000 Minimum per Incident
 - Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage

Worker's Compensation – As required by the Commonwealth of Virginia

37. Payment:

To the Prime Contractor:

- a. The Town shall promptly pay for the completed services or delivered goods described in the IFB by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the Contract, or (2) if a date is not established by the Contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for Contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the Contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the Supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Town fails to make payment by the required payment date, the Town shall pay any finance charges assessed by the Supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.
- b. Individual Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the Town.
- c. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to this payment address:

Town of Front Royal
Accounts Payable
P.O. Box 1560
Front Royal, VA 22630
- d. The Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this Contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which Town department is being billed.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Town shall

promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia* § 2.2-4363).

To Subcontractors:

- a. A Contractor awarded a Contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
 - (2) To notify the Town and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor cannot be construed to be an obligation of the Town of Front Royal.
- 38.** The Contractor shall pay all County, Town, State and Federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Town of Front Royal and the Contractor, as the taxes shall be solely an obligation of the Contractor and not the Town, and the Town shall be held harmless for same by the Contractor. The Town of Front Royal is exempt from State Sales Tax and Federal Excise Tax. A Tax Exemption Certificate indicating the Town's exempt status will be furnished by the Town of Front Royal upon request.
- 39.** The Contractor understands that the Contract is a Contract with the professional services of the Contractor and that it is made by the Town in reliance on the Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Contractor. Accordingly, the Contract is non-assignable by the Contractor without the express written advance permission of the Town.
- 40.** The Contractor shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, agents, employees and volunteers against any and all claims of injuries, death, damage to property, theft, patent claims,

suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a Contract which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations or expiration of the contract.

41. Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract. Any notice which is required to be given, or which may be given under the Contract, shall be sent to those mailing addresses noted in the first paragraph of the Contract. A party desiring to change its address for notice must give the other party notice of the change in accordance with the notice requirements of this Agreement; the notice of the change must be marked for the attention of the other party's legal counsel, and for the avoidance of doubt is not effective unless it is so marked.
42. The awarded Contract will constitute the entire agreement between the parties pertaining to the subject matter of the Contract and supersede all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of the Contract shall be effective unless made in writing and signed by both parties.
43. The Contractor shall perform the services as described by the Contract expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided
44. The awarded Contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia, which would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this Contract or any performance hereunder maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia.

45. By entering into the Contract, the Contractor conveys, sells, assigns, and transfers to the Town of Front Royal all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Front Royal under said Contract.

46. The Town of Front Royal may grant relief from performance of the Contract if the Contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on Force Majeure, the Contractor shall file a written request with the Town of Front Royal.

SPECIFICATIONS

1.0 SCOPE OF WORK: This project consists of all materials, labor for installation, supervision of labor, equipment, tools, parts, traffic control (both vehicular and pedestrian), signage, safety equipment, and incidentals necessary for the application of **THERMOPLASTICS ERADICATION AND APPLICATION STREET AND CURB PREPPING AND PAINTING** markings on designated streets within the Town of Front Royal, Virginia. The selected Contractor shall also provide notifications as specified, obtain any necessary permits, and perform related work as required, in accordance with the specifications and as directed by the Project Manager to complete the work in a timely and satisfactory manner. The work shall be coordinated between the Contractor and the Town's Project Manager. The Contractor will receive further direction from the Project Manager regarding the sequence of work for the designated areas.

- 1.1** The bid price shall be per linear foot, including the cost of the material, hauling, all equipment and labor to install. Work activities associated with mobilization, demobilization and maintenance of traffic are considered incidental to the bid items in this Contract and will not be paid as separate pay items. Demobilization from the project at any time during the contract period must be approved in advance by the Project Manager.
- 1.2** The Contract for this project will commence with the issuance of the Notice to Proceed, and continue through final acceptance by the Town, unless ended prior to the Contract date under a mutual agreement between the parties listed herein.
- 1.3** The work will be on an as needed basis, with the Town specifying the allotted amount of time for completion. Work will be coordinated with the Department of Public Works. The Contractor is responsible for maintaining the schedule of all work, including that being performed by subcontractors

2.0 SPECIAL CONDITIONS

- 2.1** The Contractor shall follow all state and Federal environmental laws and adhere to all OSHA standards and general standards of industry.
- 2.2** The quality of work shall be in accordance to good standard practices of industry and acceptable practices of the trades. All work shall be performed in accordance with Virginia Department of Transportation Standards and Specifications, and applicable local, state and Federal ordinances, policies and laws shall be adhered to.
- 2.3** The Contractor shall contact MISS UTILITY at least two (2) days prior to any excavation or demolition.
- 2.4** The Contractor shall provide written notice of the roadwork to the public, local police, fire department, ambulance services, and Post Office officials identifying anticipated schedule for work and Contractor contact information. This notice shall be issued 2 work weeks (14 days) prior to starting the project.

- 2.5 If needed, prior to thermoplastics eradication and application and street and curb prepping and painting, "**No Parking**" signs are to be posted on the street by the Contractor 24 hours in advance, to give due notice to the residents for clearing all vehicles from the street work sites. The Contractor shall take all precautions not to injure or damage private property. The Contractor shall be responsible to the Owners for all damage to persons or private property that may arise during the progress of the Contract.
- 2.6 The Contractor shall plan and implement all traffic control measures at all times during the application in accordance with the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) as set forth by the U.S. Department of Transportation and Federal Highway Administration, the Virginia Department of Transportation "Road & Bridge Specifications" 2008, and the 2012 VDOT "Guidelines for Temporary Traffic Control". All barricades and obstructions shall be illuminated by means of amber lights or reflectorized sheeting. The police, fire and rescue service shall be immediately notified upon closing streets, avenues, highways or other public thoroughfares. This shall be strictly enforced. Prior approval of the traffic control plan from the Project Manager is also required. The Contractor shall supply all signs, striped barrels, traffic cones, temporary barricades, warning lights, and flaggers. The Contractor shall be responsible for the security, erection and maintenance of all signs and traffic control devices. All signs and traffic control devices shall be kept in proper position, clean and legible at all times.
- 2.7 At least one lane of traffic shall remain open at all times. Resident, business and emergency access shall be maintained at all times during the project. The Contractor shall plan his work so that no lanes of traffic are closed or hindered from Friday noon to Monday noon, or from noon on the last working day before a holiday until noon of the first working day after a holiday, unless otherwise approved by the Project Manager or the Chief of Police. Any issues that should arise after working hours shall be the responsibility of the Contractor. No separate payment will be made for maintenance of traffic. The cost for the traffic control shall be included in the price quotation for other items of the IFB.
- 2.8 All equipment shall meet OSHA and VOSHA standards. All vehicles shall be equipped with working backup alarms and amber color flashing warning lights, in accordance with OSHA requirements. There shall be an experienced equipment operator to ensure the safe and effective operation of the equipment. The operator shall possess a valid Commercial Driver's License. The Contractor shall ensure all personnel follow all OSHA and VOSHA standards. In addition, the Contractor shall ensure all personnel wear all required safety equipment to ensure a safe and reliable operation. Operators shall obey all safety rules and regulations and not create any hazardous conditions with the equipment used. The Town shall have the authority to suspend work fully or in part due to the failure of the Contractor to correct unsafe work conditions for the workmen and/or general public. The Town may also suspend work due to unsuitable weather, conditions unsuitable for the execution of work, or for any other conditions deemed to be in the public's interest.

- 2.9** All equipment shall be maintained in good repair and shall meet the approval of the Project Manager. Water is available from the Town hydrants. However, the use of such hydrants shall comply with the Town of Front Royal regulations. The Contractor shall notify the Project Manager when water is needed, and a water meter will be issued.
- 2.10** The Contractor, at his own expense, shall have equipment fueled and ready to begin operations when reporting to the job site, and shall provide any accessories necessary to operate the needed equipment efficiently. This shall include, but not limited to, all hand tools and safety supplies and equipment.
- 2.11** Work shall not begin before 8:30, or as directed by the Project Manager, and shall cease before 7:00 P.M. No thermoplastics eradication and application street and curb prepping, and painting shall be applied which cannot be finished before 7:00 P.M. No work shall be done on Sundays, or Town Holidays. Work hour exceptions shall occur only with the advanced approval of the Project Manager.
- 2.12** The Town will clean the streets to receive the thermoplastics eradication and application street and curb prepping and painting two workdays before the work is to commence. However, the Contractor is expected to clean obvious debris, leaves, limbs, etc. that may accumulate as they proceed. The Contractor shall be responsible for the complete preparation of the roadway pavement surface as necessary for his work, including the removal of dust, dirt and other foreign matter immediately prior to the work. The Contractor shall also be responsible for the eradication of any old markings, as may be necessary for the application of new markings.
- 2.13** Storage of materials or equipment shall not be permitted within the right-of-way without the approval of the Project Manager.
- 2.14** Placement of temporary sanitation facilities shall be approved by the Project Manager.
- 2.15** All communications between the Town and the Contractor relating to changes, details and coordination of the work shall be deemed binding only when in writing.
- 2.16** Delivery of any equipment or materials shall not occur before 6:30 A.M. Delivery of all requested Contract items shall be made within five (5) calendar days after receipt of order(s). The Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract. Deliveries shall be made Monday through Friday during normal working hours to the location designated by the Project Manager. A 24-hour notification is required.
- 2.17** The manufacturer shall provide the services of a qualified technician for technical assistance during the life of the Contract. The technical assistance shall be provided at no cost to the Town of Front Royal. Emergency on-site technical service shall be available with forty-eight (48) hours of notification at no additional cost.

WHITE ALKYD EXTRUDED THERMOPLASTIC MATERIAL FOR USE IN PAVEMENT MARKING APPLICATIONS

Thermoplastic is a pavement marking material that is a 100% solid, environmentally and user safe compound. It is a mixture of glass beads, pigments, binder, and filler materials, which becomes liquid when heat is applied to it. The glass beads provide the retroreflectivity necessary to produce the bright night time appearance. The pigments provide color and opacity. The binder provides toughness, flexibility, and bond strength to hold all of the material components together. The fillers provide bulk.

Alkyd thermoplastic is made from wood-driven resins that makes it resistant to petroleum products. It is available in granular or block form, packaged in 50-pound bags or boxes. When stored inside, with a temperature less than 100°, it has a guaranteed shelf life of one year. Only that product which fully meets the requirements of the VDOT Road and Bridge Specifications, Section 246 – Pavement Markings will be accepted.

A. The material shall be a white alkyd extruded thermoplastic pavement marking material that is prepared for road application in a melting kettle. The material in the kettle is heated until it liquefies at temperatures exceeding 400° F. An agitator then blends the material until the thermoplastic is transferred into a dispensing device where it is then shaped into the specified width and thickness of the line, legend or symbol. The glass beads are immediately applied to the mixture. When the thermoplastic material is applied to an asphalt surface, it develops a thermal bond via heat-fusion. Providing all necessary conditions are met (temperature of material and road surface, absence of moisture, road preparation, etc.), the typical performance life ranges from 4 – 8 years.

B. The thermoplastic material shall be installed in strict accordance with the manufacturer's installation instructions. The material thickness shall be a minimum of 90 mils in order for the material to have the ability to hold the heat necessary for good bonding. This will ensure the thermoplastic's durability and long-term retroreflectivity. The thickness also contributes to the material's retroreflectivity in wet conditions, and its durability. With the thermoplastic material being raised above the road surface, and the intermixed glass beads, the lines, legends or symbols are more visible from a distance and at night.

C. The thermoplastic material shall be supplied at a minimum of 30% (by weight) of intermixed glass beads. During application, (when molten) the thermoplastic shall be flooded with additional glass beads, applied evenly and adhere to a depth of 50 to 60%. It is to be applied at 8 to 10 pounds per 100 square feet. Upon cooling to normal pavement temperature, it shall produce a retroreflective line, message, legend or symbol of specified thickness, width or design in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, and Town requirements.

D. The temperatures of the molten material should be monitored frequently with an external, calibrated thermometer. A discrepancy of 10° F. below the minimum

recommended application temperature will not be tolerated. When two-thirds of the molten material has been used, more thermoplastic should be added. The material will then be ready again for transfer after reaching 400° F. During cool-down, after the thermoplastic's temperature drops to 300°, agitation shall be ceased.

E. The installation of the material shall not require preheating of the roadway surface except for the removal of moisture, if necessary. If eradication of old material is necessary before installation of the new material, it may be necessary to grind out the old material.

F. The material shall not exude fumes that are toxic or injurious to persons or property when heated to the application temperature.

G. The material shall withstand air and roadway temperature variations from 0° F to 140° F without deforming, bleeding, staining, or discoloring, and shall maintain the original dimensions and placement without chipping, spalling, cracking or loss of adhesion. The material shall not deteriorate due to contact with sodium chloride, calcium chloride, mild alkalis and acids or other ice control materials. The material shall not deteriorate because of contact with oil in the pavement material, or oil and gasoline drippings from vehicles.

H. The material shall have the pigment, glass beads, and filler well dispersed in the resin and shall be free from skins, dirt and foreign objects. The glass beads shall conform to Section 234 of the VDOT Road and Bridge Specifications.

I. The material packaging shall have accurate batch number designations. The material type and formulation should be distinctively shown on the container: White Alkyd Extrude. The manufacturer of the material shall certify that each batch or lot of material supplied is the same product (thickness, reflective optic package and formulation). The Town shall retain the manufacturer's certifications.

J. The thermoplastic pavement marking products shall carry all warranties as supplied by the manufacturer of the individual marking types for the specific timeframes per type and class, and the material requirement for reflectance, durability, color, and adhesion as referenced herein. The warranties shall be those commercially supplied, or those unique to the Commonwealth of Virginia. The warranties shall be obtained by the Contractor and assigned to the Town of Front Royal in writing prior to final acceptance. Warranty periods shall begin on the date of receipt at the project, as verified by the Project Manager.

K. The thermoplastic pavement marking material shall be warrantied against failure resulting from material defects regardless of method of manufacturer's prescribed application or pavement type. The material shall be warranted to retain its retroreflectivity, day and nighttime color and luminance, and durability including adherence to the pavement and shall be free of other obvious defects or failures. All pavement markings that have failed to meet the warranty conditions shall be replaced at no additional cost to the Town of Front Royal. The warranty shall cover all pavement striping materials (regardless of

method of installation), labor, equipment, mobilization\ demobilization, tools, incidentals required to remove (eradicate) and replace the pavement markings including maintenance of traffic during eradication and reinstallation operations.

L. The melting kettle must be capable of heating the thermoplastic material to the application temperature evenly, without scorching. It must maintain temperatures above 400° F., with the heating mechanism utilizing a transfer medium consisting of oil or hot air. The heat transfer medium shall be monitored with a gauge. The temperature of the thermoplastic material shall be indicated on a gauge which is visible on the outside of the kettle.

M. Both the melting kettle and applicators must be equipped with material agitators. These must be capable of thoroughly mixing the material at a rate which will ensure even disbursement and uniform temperatures throughout the thermoplastic material.

N. The application equipment shall be equipped with either a drop-on or pressure-type bead dispenser. The dispenser shall be inspected frequently to ensure proper operation and to ensure uniform rates of bead application over the entire thermoplastic marking surface.

O. The dispensing device used to extrude the thermoplastic material onto the pavement should be positioned to protect it from the wind.

P. All equipment, whether mobile or portable shall be inspected and approved prior to the start of work. A daily inspection shall ensure that the equipment is operable and within the specification requirements. Temperature gauges shall be calibrated weekly by using a reference thermometer. The equipment is to be kept clean and free of material buildup. Continuous uniform operation of all equipment used in the thermoplastic pavement marking application is of extreme importance.

Q. The maximum holding time for thermoplastic material above 400° F. shall not be more than six hours. The maximum temperature for the thermoplastic material should not exceed 450° F. Granular thermoplastic shall not be reheated more than three times, and block thermoplastic no more than two times. The color of the material shall be monitored to prevent scorching. White thermoplastic will turn cream or beige color if overheated.

R. The melter shall be flushed if charred or burned particles remain on the screen during the transfer of material. The kettle shall be kept closed to protect against moisture or other contaminants.

S. The successful end result shall be that the material is properly bonded to the road surface, the markings uniform and straight with glass beads applied in the correct depth and mixture. The cut-off is clean with no excessive overspray, and any excessive dribbles are removed.

STREET LINE & CURB PAINTING SPECIFICATIONS

1.0 PURPOSE

The intent of the Invitation for Bid is to enter into a contract with a qualified Contractor, licensed to work in Virginia, to furnish all labor, equipment, tools, parts, materials, supplies, project supervisors and qualified operators needed to apply pavement and curb markings on an “as needed” basis, to streets within the Town of Front Royal, as designated by the Department of Public Works. All work shall be in accordance with all specifications and conditions herein, and existing codes and standards.

2.0 COMPETITION INTENDED

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. It is the Town of Front Royal’s intent that this Invitation for Bid (IFB) allows competition. It shall be the bidder’s responsibility to advise the Purchasing Agent in writing if any language of specification contained herein inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The contract will cover a one (1) year period, with the option of two (2) one-year renewal on the anniversary date, if agreed to by both parties, for a maximum total contract period of three (3) years, in accordance with the enclosed scope of services and terms.

The awarding authority for this contract is the Town of Front Royal. It is understood and agreed between the parties herein that this contract shall be subject to annual appropriations by the Town of Front Royal Town Council. Should the Council fail to appropriate funds for this contract, or insufficient funds are appropriated, the Town shall immediately notify the Contractor of such occurrence and the contract shall be terminated when funds are exhausted with no penalty or expense to the Town of any kind whatsoever.

A sample contract which shows the terms of the contract that shall be signed by both parties is attached.

4.0 SCOPE OF WORK

All work shall be done in a first-class workmanlike manner acceptable to the Town of Front Royal in all respects. Materials shall be in conformance with current Virginia Department of Transportation (VDOT) Road and Bridge Specifications, Section 704. All glass beads shall be selected from the VDOT pre-approved list specifying manufacturer and item number.

The Contractor shall be responsible for the complete preparation of the roadway pavement surface as necessary for his work. This shall include removing dust, dirt, loose particles and other foreign matter immediately before installing the pavement marking. The Contractor shall be responsible for the complete preparation of the curb surface as necessary for work. This shall include trimming vegetation and protecting surrounding surfaces from splatter and overspray. The pavement surface and the curb surface shall be dry at the time the paint is applied. The marking material shall not be applied within forty-eight (48) hours of rain or other inclement weather unless authorized by the Director of Public Works or designee. The surface of the pavement shall not be less than 50-degrees F (50⁰ F) at the time of application.

Each roadway section shall be analyzed by the Contractor prior to application of pavement markings to determine if the existing markings are visible enough to establish the exact location of where the new markings are to be applied. In the event the Contractor is unable to use existing markings for location of proposed markings, the Contractor shall establish the necessary points for setting the alignment of all markings in accordance with methods approved by the Town. Unless otherwise approved, the Contractor's analysis shall be in accordance with the current Manual of Uniform Traffic Control Devices, Section 8B. The markings shall be applied evenly with a uniform application, present a uniform appearance, exhibit good workmanship and be clearly visible at all times. The markings shall lie flat with equal thickness across the width of the marking. Beads shall be applied to the surface of the liquid markings by a bead dispenser attached to the paint applicator so that the beads dispense simultaneously on and in the freshly applied marking. The beads shall be applied at a rate of six (6) pounds per gallon of paint.

Except as may be otherwise specified, the markings shall be 4 inches (4") in width. Broken line segments shall be 10-foot (10') in length with 30-foot (30") gaps. The marking paint shall be VDOT approved white or yellow water base paint with signed certification. The painted areas shall be protected from traffic by guard or warning devices until the paint is thoroughly dry and the surface is assured of being track free. If any marking line is tracked or splattering occurs, those areas shall be removed, and new markings applied at the Contractor's expense and to the satisfaction of the Town.

It is the sole responsibility of the contractor to ensure that all traffic and curb markings are applied according to the manufacturer's recommendations and VDOT requirements. All pavement markings that fail to have a uniform and satisfactory appearance during either the day or night shall be corrected by the Contractor to the satisfaction of the Director of Public Works at no additional cost to the Town. Any eradication of pavement markings for re-striping shall be in accordance with Section 512 of the current VDOT Road and Bridge Specifications. Existing curb paint shall be removed by scraping or scaling.

The pavement and curb markings shall be applied in such manner as to prevent splattering and overspray. The Contractor shall take all precautions not to injure or damage private

property. The Contractor shall be responsible to the owners for all damage to persons or private property that may arise during the progress of this work.

The Contractor will guarantee and warrant all materials furnished and all services performed under this contract to be free from defects in materials and workmanship for a period of ninety (90) days.

5.0 MAINTENANCE OF TRAFFIC

The Contractor shall furnish all signs, striped barrels, and cones in accordance with current VDOT specifications, and VDOT Guidelines for Temporary Traffic Control. The Contractor shall be responsible for the security, erection and maintenance of all signs and traffic control devices. All signs and traffic control devices shall be kept in proper position, clean and legible at all times. The Contractor shall furnish electronic flashing or sequential left and right arrows of the type approved by the Director of Public Works or designee. Certain warning signs and electronic arrows shall be carried on mobile equipment. All equipment vehicles, including lead and trail vehicles shall operate flashing or rotating amber lights while performing work adjacent to traffic.

Traffic shall be maintained at all times in accordance with current VDOT specifications, Section 104.04. One-way traffic will be permitted for limited distances only as approved by the Director of Public Works and/or the Front Royal Chief of Police. The Contractor shall plan the work so that no lanes of traffic are closed or hindered from Friday noon to Monday noon, or from noon on the last working day before a holiday until noon of the first working day after a holiday, unless otherwise approved by the Director of Public Works and/or the Front Royal Chief of Police.

6.0 EQUIPMENT

The Contractor must have and maintain modern equipment necessary for the satisfactory execution of this work. All Contractor vehicles shall have a current inspection and registration from the State where the vehicle is registered and must be properly insured in accordance with that State's requirements. All contractor vehicles shall be supplied with standard equipment, tools, supplies, and fuel as needed for routine work encountered in pavement marking operations. The Contractor's equipment and operators shall be in compliance with all applicable Division of Motor Vehicles (DMV) and State and Federal regulations regarding the conditions and operations of the vehicles. The name of the company shall be displayed on both sides of all the Contractor's work vehicles while on the Town of Front Royal right of way. The Contractor shall be responsible for securing all equipment and materials on their vehicles when in transit to and returning from a work assignment.

The line marking machine shall be of the hot-paint, pressurized spray type capable of accurately applying the paint with a uniformity of feed through the nozzles and spraying directly on the pavement surface. Each machine shall be capable of applying two separate pavement stripes, either solid or skip, at the same time. Each paint tank shall be equipped with a mechanical agitator. Each nozzle shall be equipped with satisfactory cut-off valve

that will apply broken or skip lines automatically. Each line marking machine shall be equipped with a measuring device which automatically and continuously measures the length of each line actually placed to within a tolerance of ± 2 percent (2%).

7.0 WORK CREW

The Contractor agrees that competent, experienced and qualified staff will perform all of the work specified in the solicitation. The Contractor's work crew installing pavement markings for the town of Front Royal shall, at a minimum, consist of a VDOT certified pavement technician, a vehicle driver, a line marking machine and driver, and a service vehicle (truck or van) with operator. All personnel supplied for this work shall have required licenses and/or certifications required by law and/or VDOT. The crew shall work in coordination with the Director of Public Works or designee. The Contractor and all of the crew are to comply with the Occupational Safety and Health Act of 1970 as it may apply to the Contractor. The Contractor and crew will be responsible for ensuring appropriate safety equipment is provided and used by employees while performing work for the Town of Front Royal. All work and job areas are to be maintained clean and free from safety hazards.

The Contractor shall employ a competent Supervisor and assistants who shall be in attendance at the work areas during the progress of the work. The Supervisor shall represent the Contractor and all communications from the Town given to the Supervisor shall be as binding as if given directly to the Contractor. All communications between the Town and the Contractor relating to changes, detail, and coordination of the work shall be deemed binding only when in writing.

The Contractor shall be responsible for completely supervising and directing the work under this Contract.

No portion of this contract shall be subcontracted.

8.0 WORK SCHEDULE

Unless otherwise approved by the Department of Public Works, the normal hours of allowable operation during the period of the contract shall be from sunrise to sunset Monday through Friday only (except as noted for emergencies and holidays). Under normal circumstances, the work in this IFB is to be completed within one hundred twenty days (120) after the issuance of the Notice to Proceed, or as agreed between the Town and the Contractor. The Contractor shall be required to schedule a time frame for the work to be performed within fifteen (15) days after receiving the Notice to Proceed. The Town shall supply the Contractor with a copy of its plan for asphalt overlays or paving schedule in order for the fifteen (15) day notice to be met on new or overlay asphalt work.

In the event a Town street determined to be a major collector or higher classification needs to be marked, that area must be marked within twenty-four (24) hours of paving. The

Town of Front Royal considers this “high priority” work and requires an immediate response.

The Town shall have the authority to suspend work, fully or in part, due to the failure of the Contractor to correct conditions unsafe for the workers or to the general public, due to failure to carry out orders, or for any other circumstances deemed to be in the public’s best interest as determined by the Town of Front Royal. Corrective measures for any deficiencies shall be taken by the Contractor within forty-eight (48) hours after receiving notification of the deficiency.

No work shall be left incomplete for more than five (5) days, unless due to inclement weather.

9.0 MEASUREMENT OF LINES

It shall be understood and agreed by the Contractor that all footage in this IFB is an estimated quantity, presented in order to obtain unit prices and approximate amount of the resulting contract. The Town of Front Royal reserves the right to increase or decrease the quantities should it be deemed to be in the Town’s best interest. **NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE TOWN OF FRONT ROYAL SHALL GUARANTEE TO ORDER SPECIFIC QUANTITIES.** The quantities to be paid shall be the actual number of linear feet of line painted and measured, per Paragraph 6.0. The quoted price per shall be per linear foot of each type of line, as shown on the bid form. The quoted price shall be all-inclusive of the labor, equipment, marking material and glass beads, surface, maintenance of traffic, etc. used for this work. No charge will be allowed for downtime, servicing of the equipment, lost time for inclement weather, remedial work to correct problems or the inability of the contractor to provide competent or approved personnel.

The Contractor shall make no claim against the Town of Front Royal because an estimate, test, or representation of any kind affecting the work, made by any officer or agent of the Town, may prove to be in any respect erroneous.

The submitted BID FORM shall be signed by a representative of the firm authorized to bind the company in contractual matters.

The Town of Front Royal reserves the right to accept or reject any or all bids or parts of bids; to waive informalities; to negotiate with the lowest qualified bidder in order to stay within available budget funding; and to request rebids. The Town of Front Royal also reserves the right to award the contract as it deems will best serve its interest. It further reserves the right to award the contract on a split order, lump sum, or individual item basis, or such combination as shall best serve the interest of the Town unless otherwise specified.

BID FORM – THIS PAGE MUST BE COMPLETED

Invitation to Bid No. 06-2019

Bids due prior to 2:00 P.M. Local Time Prevailing, APRIL 26TH, 2019

SUBMIT PAGES 26 THROUGH 32 AS YOUR BID RESPONSE

MY BID TO PROVIDE ALL THE ITEMS DESCRIBED IN THIS BID INVITATION IS AS FOLLOWS:

THERMOPLASTICS ERADICATION AND APPLICATION

<u>Description</u>	<u>UOM</u>	<u>Quantity</u>	<u>x</u>	<u>Unit Price=</u>	<u>Extended Price</u>
12" WHITE LINE	LINEAR FOOT	1800			
24" WHITE LINE	LINEAR FOOT	1600			
4" WHITE LINE	LINEAR FOOT	1500			
STANDARD LEFT TURN ARROW	EACH	10			
STANDARD RIGHT TURN ARROW	EACH	10			
STANDARD STRAIGHT ARROW	EACH	5			
STANDARD LEFT COMBO ARROW	EACH	2			
STANDARD RIGHT COMBO ARROW	EACH	2			
ERADICATION OF OLD MARKINGS AS NEEDED	LINEAR FOOT				

LINE PREP AND PAINTING

<u>Description</u>	<u>UOM</u>	<u>Quantity</u>	<u>x</u>	<u>Unit Price=</u>	<u>Extended Price</u>
4" WHITE LINES	LINEAR FOOT	90,000			
6" WHITE LINES	LINEAR FOOT	5,000			
4" YELLOW LINES	LINEAR FOOT	165,000			
SCAPING, SCALING, AND ANY ADDITIONAL PREP WORK NEEDED PRIOR TO PAINTING	LINEAR FOOT				

BID FORM – THIS PAGE MUST BE COMPLETED

CURB PREP AND PAINTING

<u>Description</u>	<u>UOM</u>	<u>Quantity</u>	<u>x</u>	<u>Unit Price=</u>	<u>Extended Price</u>
YELLOW CURB	LINEAR FOOT	20,000			
SCAPING, SCALING, AND ANY ADDITIONAL PREP WORK NEEDED (INCLUDES CLEAN-UP, REMOVAL OF VEGITATION, PROTECTION FOR SPLATTER AND/OR OVERSPRAY)	LINEAR FOOT				

Receipt of Addenda listed below is acknowledged and the bid incorporates all requirements of these Addenda:

No. ___ Date _____ No. ___ Date _____ No. ___ Date _____

In compliance with this Bid Invitation and subject to all conditions, the undersigned offers and agrees, if this bid is accepted within 60 calendar days from the date of opening, to furnish any and all the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

The Bidder certifies that he has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated this Bid for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with The Town of Front Royal.

A minimum of 30 days after receipt of an approved invoice by the Town shall be allowed for payment. Discounts for prompt payment **will not** be considered in the evaluation of bids. However, any offered discount will become part of the award and will be taken if payment is made within the discount period offered in the bid. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check.

PROMPT PAYMENT TERMS: _____
(PLEASE NOTE: COD TERMS ARE NOT ACCEPTABLE)

PRINTED NAME OF AUTHORIZED PERSON SUBMITTING BID

SIGNATURE

LEGAL NAME AND MAILING ADDRESS OF BIDDER

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION.

In compliance with VA Code § 2.2-4343.1, the Town of Front Royal does not discriminate against faith-based organizations.

INDICATE BY PLACING A CHECK HERE _____ IF A FAITH-BASED ORGANIZATION AS DESCRIBED IN VA CODE § 2.2-4343.1

PLEASE INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name _____ Partnership
_____ Individual Trading Under Trade Name _____ Corporation
(Individual and Trade Name must be listed below
as "legal name")

CORPORATE SEAL:

FULL LEGAL NAME OF BIDDER _____

FED ID NO. _____

Remittance Address (If Different):

ADDRESS _____

PHONE: () _____ FAX: () _____ DATE: _____

EMAIL ADDRESS: _____

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

SIGNATURE: _____

(Person signing must be authorized to

bind the Bidder in contractual matters.

TITLE: _____

(Applicable for
Partnership/Corporation)

NAME: _____

Typed or Printed Name

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION.

In compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed quotation.

LEGAL NAME & ADDRESS OF FIRM:

By: _____
Company's Authorized Representative - Signature in Ink

Printed Name: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Fax: _____

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION.

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 6.31 and 9.21. Please complete this Proof of Authority to Transact Business in Virginia form and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

State Corporation Commission Form

Virginia State Corporation Commission (SCC) Registration Information

Pursuant to VPPA §2.2-4311.2, the bidder must include the following information:

- is a corporation or other business entity with the following SCC identification number:

-OR-

- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

- **NOTE:** Check this circle if you have not completed any of the foregoing options but currently have pending before the SCC and application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. (The Town of Front Royal reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION.

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**
Name: _____ Phone: _____
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Indicate below a listing of three (3) references for like jobs the Contractor has performed for a municipal government in Virginia immediately preceding this bid, including a contact person, address, and phone number.

A.

Company: _____	Contact: _____
Phone: _____	Email: _____
Date of Service: _____	\$ Value: _____

B.

Company: _____	Contact: _____
Phone: _____	Email: _____
Date of Service: _____	\$ Value: _____

C.

Company: _____	Contact: _____
Phone: _____	Email: _____
Date of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH QUOTATION.

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered in to any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR THERMOPLASTICS ERADICATION AND APPLICATION, AND STREET AND CURB PREPPING AND PAINTING ARE TRUE AND CORRECT.

Dated this ____ day of _____, 2019

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, 2019

Notary Public Signature

My Commission Expires: _____ (SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, the Contractor (“Principal”) whose address for delivery of ‘Notices’ is located at _____
_____ and _____
_____ (“Surety”), whose address for delivery of ‘Notices’ is located at _____ are held and firmly bound to the TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation, in the County of Warren, State of Virginia, the Owner (“Obligee”) in the amount of five percent (5%) of the Amount (Total Base Bid plus all Additive Bid Items) Bid by Principal for the payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction known as THERMOPLASTICS ERADICATION AND APPLICATION STREET AND CURB PREPPING AND PAINTING in Front Royal, Virginia

NOW THEREFORE, the conditions of this obligation are as follows. This Bid Bond shall guarantee that the Principal shall not withdraw the bid during the period of ninety (90) days following the opening of bids; that if his bid is accepted, Principal will enter into a formal contract with the Owner in accordance with the Contract Between Owner and Contractor, included as a part of the Invitation for Bid document; that Principal will submit a properly executed and authorized Standard Performance Bond and Standard Labor and Material Payment Bond on the forms included in the Invitation for Bid document; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and five said bonds within ten (10) days after Principal has received notice of acceptance of his bid, Principal and Surety shall be jointly and severally liable to the Owner for the difference between the amount specified in such bid and such larger amount for which the Owner may contract with another party to perform the work cover by said bid, up to the amount of the bid guarantee. This amount represents the damage to the Owner of account of the default of the bidder in any particular thereof.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the dates indicated below. The name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Signed and sealed this ____ day of _____, 2019

Contractor/Principal (SEAL)

Witness By: _____

Typed Name: _____

Title: _____

Surety (SEAL)

By: _____
Attorney-in-Fact

Typed Name: _____

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN

TO-WIT: I, the undersigned Notary Public, do hereby certify that _____
_____, whose name is signed to the foregoing bid bond in the amount of five percent (5%) of the Total Bid Amount and which names the Town of Front Royal, as Obligee, personally appeared before me today in the above jurisdiction and made oath that he/she is the attorney-in fact of _____, a _____ corporation which is the Surety in the foregoing bond, that he/she is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the Power of Attorney noted above and attached hereto, and on behalf of the Surety, he/she acknowledged the foregoing bond before me as the above Surety's act and deed. He/she has further certified that his/her Power of Attorney has not been revoked.
Given under my hand this _____ day of _____, 2019.

Notary Public

My name (printed) is: _____

My registration number is: _____

My commission expires: _____

(SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, the Contractor (“Principal”) whose principal place of business is located at _____, and _____ (“Surety”) whose address for delivery of “Notices” is located at _____ are held and firmly bound unto the Town of Front Royal, the Owner (“Obligee”), in the amount of _____ Dollars (\$_____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Obligee for *THERMOPLASTICS ERADICATION AND APPLICATION, AND STREET AND CURB PREPPING AND PAINING* which contract (the “Contract”) is by reference expressly made a part hereof;

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other alterations, extensions or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Oblige that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this ____ day of _____, 2019

Contractor/Principal (SEAL)

Witness By: _____

Typed Name: _____

Title: _____

Surety (SEAL)

By: _____
Attorney-in-Fact

Typed Name: _____

Terms and Conditions of the Performance Bond

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the prompt and faithful performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor promptly and faithfully performs the Construction Contract in strict conformity with the plans, specifications and conditions of the Construction Contract, the Surety and the Contractor shall have no obligations under this bond.
3. In the event of the Contractor's Default, and subsequent notification to the Surety pursuant to Section 41 of the General Conditions of the Construction Contract, the Surety shall, within fourteen (14) days of receipt of such notice, contact the Owner in writing, and arrange a meeting with the Owner to discuss methods of completing the Construction Contract. See paragraph 4, below, for the options to be discussed. If the Surety fails to arrange a meeting or fails to attend such meeting, the Surety shall be deemed to be in default on this Bond and the Owner may, at its sole discretion, take what measures it deems necessary to protect the Owner's interests, without further notice to the Surety, and the Town of Front Royal shall be entitled to enforce any remedy available to the Owner under the Construction Contract or under Virginia law.
4. Within thirty (30) days after such meeting, during which time the Surety may investigate and otherwise analyze the project, and which period shall not toll any Construction Contract time periods nor operate as a waiver of any of the Owner's rights, the Surety shall, at its own expense, notify the Owner in writing that it is taking one of the following actions, which shall be acceptable to the Owner, at the Owner's sole discretion:
 - 4.1 By written takeover agreement with the Owner, the Surety itself shall undertake to perform and complete the Construction Contract, which it may do through its licensed agents or through licensed independent contractors. If the Owner consents, at its sole discretion, the Contractor may serve as the Surety's independent contractor. However, due to conflicts with the Virginia Public Procurement Act, the Owner may not directly contract with an otherwise qualified independent contractor produced by the Surety; or
 - 4.2 The Surety may, if acceptable to the Owner and at the Owner's sole discretion, waive its right to perform and complete the Construction Contract, and with reasonable promptness under the circumstances:
 - 4.2.1 Pay to the Owner all amounts for which it may be liable to the Owner as surety on this performance Bond, including the damages described in paragraph 6 below; or

4.2.2 Deny liability, in whole or in part, and provide written notice thereof to the Owner, citing reasons thereof.

5. If, after the meeting described in paragraph 4 above, the Surety does not proceed with reasonable promptness with one of the options provided in subparagraphs 4.1 or 4.2 above (including its subparts), the Owner may send additional written notice to the Surety demanding that the Surety perform its obligations under the Bond. If the Surety does not proceed to perform its obligations under the Bond within fifteen (15) days after receipt of said notice, the Surety shall be deemed to be in default on this Bond. Thereafter, the Owner shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Contract or Virginia law. If the Surety proceeds as provided in Subparagraph 4.2, and the Surety and the Owner are unable to agree as to the amount for which the Surety may be liable to the Owner, or if the Surety has denied liability, in whole or in part, the Owner, without further notice, shall be entitled to enforce any remedy available to the Owner under the Bond, the Construction Contract or Virginia law. In such event, the Owner may immediately proceed to complete the work in any manner authorized by law.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1 or 4.2.1 above, then the responsibilities of the Surety to the Owner shall not be greater or less than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than or less than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, plus the increased cost of any change orders under the Construction Contract, provided the Owner commits the balance of the Construction Contract price to the prompt and faithful completion of the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor. The Owner, at its sole discretion, may waive its claim to delay costs and/or liquidated damages.
7. The Surety shall not be liable to the Owner for obligations of the Contractor that are unrelated to the Construction Contract, and the balance of the Contract price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner, its officers, agencies, administrators, successors or assigns.

8. The Surety hereby waives notice of any changes, including changes of time, to the Construction Contract or to related subcontracts, Purchase Orders and other obligations. The Surety understands and agrees that the penal amount of the bond shall be increased or decreased by any changes to time and amount incorporated into any Change Orders.
9. Any proceeding by the Owner, legal or equitable, under this Bond may be instituted in any Virginia state court of competent jurisdiction, as permitted under Section 8 of the General Conditions of the Construction Contract and Virginia Code §2.2-4337 and 2.2-4340, or by the Contractor or Surety, as permitted under the Construction Contract or under Virginia law.
10. Notice to the Surety shall be mailed or delivered to the address shown on the Standard Performance Bond in the space for Surety address for delivery of Notices.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a Statutory Bond and not as a Common Law Bond when furnished to comply with statutory requirements.
12. **DEFINITIONS**
 - 12.1 **Balance of the Construction Contract Price:** The total amount payable by the Owner to the Contractor under the Construction contract after all proper adjustments have been made, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on first page of the Standard Performance Bond, including all Construction Contract documents and duly executed modifications and change orders thereto.
 - 12.3 **Contractor Default:** Failure of the Contractor which has neither been remedied, at the Owner's sole discretion, nor expressly waived by the Owner, to perform or otherwise to comply with the terms of the Construction Contract.
13. Nothing in these General Conditions shall prevent a Surety from becoming involved in the Construction Contract prior to termination, upon notice from the Owner of the Contractor's failure to promptly and faithfully perform the Construction Contract in strict conformity with the plans, specifications and conditions of the Construction Contract.

STANDARD LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, the Contractor ("Principal") whose principal place of business is located at _____
_____, and _____
_____ ("Surety") whose address for delivery of "Notices" is located at _____
_____ are held and firmly bound unto the Town of Front Royal,
the Owner ("Obligee"), in the amount of _____ Dollars (\$____
_____) for the payment whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a
contract with Obligee for **THERMOPLASTICS ERADICATION AND APPLICATION, AND
STREET AND CURB PREPPING AND PAINING** which contract (the "Contract") is by
reference expressly made a part hereof;

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall promptly
make payment to all claimants as hereinafter defined, for labor performed and material
furnished in the prosecution of the Work provided for in the Contract, then this obligation shall
be null and void; otherwise it shall remain in full force and effect, subject, however to the
following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or
with a subcontractor of the Principal for labor, material, or both for use in the
performance of the Contract. A "subcontractor" of the Principal, for the purposes
of this bond only, includes not only those subcontractors having a direct
contractual relationship with the Principal, but also any other contractor who
undertakes to participate in the Work which the Principal is to perform under
the aforesaid Contract, whether there are one or more intervening
subcontractors contractually positioned between it and the Principal (for
example, a subcontractor). "Labor" and "material" shall include, but not be
limited to, public utility services and reasonable rentals of equipment, but only
for periods when the equipment rented is actually used at the work site.

2. Any claimant who has a direct contractual relationship with the Principal and
who has performed labor or furnished material in accordance with the Contract
documents in furtherance of the Work provided in the Contract, who has not
been paid in full therefore before the expiration of ninety (90) days after the day
on which such claimant performed the last of such labor or furnished the last of
such materials for which he claims payment, may bring an action on this

bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within ninety (90) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.
4. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this ____ day of _____, 2019

Contractor/Principal (SEAL)

_____ By: _____

Witness

Typed Name: _____

Title: _____

Surety (SEAL)

By: _____
Attorney-in-Fact

Typed Name: _____

AFFIDAVIT AND ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT

**COMMONWEALTH OF VIRGINIA
COUNTY OF WARREN**

TO-WIT: I, the undersigned Notary Public, do hereby certify that _____
_____, whose name is signed to the foregoing labor and material
payment bond in the sum of _____ and dated _____ and which
names the Town of Front Royal, as Obligee, personally appeared before me today in the above
jurisdiction and made oath that he/she is the attorney-in fact of _____, a
_____ corporation which is the Surety in the foregoing bond, that he/she
is duly authorized to execute on the above Surety's behalf the foregoing bond pursuant to the
Power of Attorney noted above and attached hereto, and on behalf of the Surety, he/she
acknowledged the foregoing bond before me as the above Surety's act and deed.

He/she has further certified that his/her Power of Attorney has not been revoked

Given under my hand this _____ day of _____, 2019.

Notary Public

My name (printed) is: _____

My registration number is: _____

My commission expires: _____

(SEAL)

SAMPLE

THIS CONTRACT FOR SERVICES is made and entered into this _____ day of _____, 20____, by and between THE TOWN OF FRONT ROYAL, VIRGINIA, a Municipal Corporation, whose address is 102 East Main Street, Front Royal, Virginia 22630 (hereinafter referred to as the "Town"), and _____, a State of _____ Corporation, whose street address is _____, and whose mailing address is _____(hereinafter called the "Contractor").

WITNESSETH:

That for and in consideration of the mutual promises contained herein, the Town agrees to purchase and the Contractor agrees provide the following described services:

1. Place of Service Performance/Delivery:

2. Time of Service Delivery: Normal working business hours for this project will be 7:00 A.M. to 5:00 P.M., Monday through Friday, unless otherwise approved by the Town of Front Royal. Work will not be permitted on any Town of Front Royal holidays, which include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

3. Term of Contract: This Contract shall be in effect for a term of _____ months beginning _____, and continuing (if not otherwise terminated pursuant to the terms of this agreement) through _____.

4. Payment:

To the Prime Contractor:

a. The Town shall promptly pay the sum of _____ for the completed services or delivered goods described in Attachment B “Bid Specifications” by the required date. The required payment date shall be either: (1) the date on which payment is due under the terms of the contract, or (2) if a date is not established by the contract, not more than forty-five (45) days after goods or services are received or not more than forty-five (45) days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within twenty (20) days after the receipt of an invoice for goods or services, the Town shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the Town fails to make payment by the required payment date, the Town shall pay any finance charges assess by the supplier that shall not exceed one percent (1%) per month. Where payment is made by mail, the date of the postmark shall be deemed to be the date the payment is made.

b. Individual Contractors shall provide their Social Security numbers, and proprietorships, partnerships, and corporations shall provide the Town of Front Royal with a Federal Employer Identification number, prior to receiving any payment from the City.

c. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to this payment address:

Town of Front Royal
Accounts Payable
P.O. Box 1560
Front Royal, VA 22630

All invoices shall show the applicable Purchase Order number.

d. The Contractor shall monthly furnish an invoice to the Town for services rendered that month. All goods or services provided under this contract or Purchase Order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which Town department is being billed.

e. **Unreasonable Charges.** Under certain emergency procurements and for mote time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should put on notice that final payment in full is contingent on a

determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, The Town shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute. (*Code of Virginia* § 2.2-4363).

To Subcontractors:

a. A Contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor cannot be construed to be an obligation of the Town of Front Royal.

5. Reports: The Contractor shall complete, maintain, and submit to the Town all records and reports and lists of services rendered when such services are rendered.

6. Services Rendered: The Contractor shall perform all services to be rendered pursuant to this Contract at the location specified above. The Contractor agrees to maintain all facilities and equipment used by the Contractor under this Contract in clean, sanitary, and safe condition and free from defects of every kind.

7. Licenses and Permits: The Contractor agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

8. Independent Contractor: The Contractor understands and agrees that the relationship of the Contractor to the Town arising out of this Contract shall be that of independent contractor. It is understood that the Contractor, or its staff and employees, are not employees of the Town and are, therefore, not entitled to any benefits provided employees of the Town. The Contractor shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

9. Non-Discrimination: During the performance of this agreement the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin, age, disability, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary for 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 non-discrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal opportunity employer.

The Town of Front Royal does not discriminate against faith-based organizations.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor.

10. Compliance with Federal Immigration Law: 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.

11. Compliance with State Law: The Contractor shall comply with section 2.2-4311.2 of the Code of Virginia pertaining to foreign and domestic businesses authorized to transact business in the Commonwealth.

12. Drug-Free Workplace: For the purpose of this section, “drug-free workplace” means a site for the performance of work done in connection with this contract awarded to the Contractor in accordance with this procurement transaction. During the performance of this contract, the Contractor agrees to:

- a. Provide a drug-free workplace for the Contractor’s employees
- b. 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
- c. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor,

13. Termination for Cause: This Contract may be terminated by the Town upon fifteen (15) days written notice to the Contractor to the address first named above in the event of substantial failure or default of the Contractor to perform in accordance with the terms hereof through no fault of the Town’s.

14. Termination for Convenience: The obligation to provide further services under this Contract may be terminated by the Town for its convenience and not for cause upon fifteen (15) days written notice. The Contractor shall be compensated for work performed through the date of termination and for termination expenses, including any expenses directly attributable to

termination and for which the Contractor is not otherwise compensated. Termination expenses shall not, however, include loss profits on services not performed as a result of such termination for convenience.

15. Notice: Any notice which is required to be given, or which may be given under this Contract, shall be sent to those mailing addresses noted in the first paragraph of this Contract.

16. Non-Assignability: Service Provider understands that this Contract is a contract with the professional services of the Contractor and that it is made by the Town in reliance on the Contractor's personal skills and knowledge in the activity to be conducted and as represented by the Contractor. Accordingly, this Contract is non-assignable by the Contractor without the express written advance permission of the Town.

17. Insurance: The Contractor shall procure and maintain the general liability insurances shown below, with the Town names as Additional Insured, for protection from claims arising out of performance of services caused by negligent, reckless, or willful error, omission or act for which the Contractor is legally liable. The Contractor shall deliver to the Town, upon execution of this Agreement, certificates of such insurance. Insurance shall provide for coverage effective through the date of the end of the Project.

Comprehensive General Liability Insurance, *naming the Town as Additional Insured*
Automobile Liability, *naming the Town as Additional Insured*
Worker's Compensation

18. Amount of Insurance Required:

Comprehensive General Liability Insurance - \$1,000,000 Minimum per Incident
Automobile Liability Insurance - \$1,000,000 bodily injury and \$1,000,000 property damage
Worker's Compensation - As required by the Commonwealth of Virginia

19. Indemnification: The Service provider shall indemnify, keep and hold harmless the Town of Front Royal and its members of Council, officers, directors, employees and volunteers against any and all third party claims of injuries, death, damage to property, theft, patent claims,

suits, liabilities, judgements, costs and expenses (including reasonable attorney fees) which may otherwise accrue against the Town in consequence of the granting of a Contract which may otherwise result therefrom, to the extent it shall be determined that the claim was caused through negligence or error, or omission of the Service Provider or his or her employees, or that of the Subcontractor or his or her employees, if any; and the Service Provider shall, to the extent of its obligation above, pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgement shall be rendered against the Town in any such action, the Service Provider shall, to the same extent, at its own expense, satisfy and discharge the same. The Service Provider expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Service Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town as herein provided. The provisions of this section shall survive the completions, terminations or expiration of the Contract.

20. Entire Contract: This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract and supersedes all prior or contemporaneous agreements and understandings of the parties in connection with the subject matter. No modification of this Contract shall be effective unless made in writing and signed by both parties.

21. Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

22. Antitrust: By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the Town of Front Royal all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the Town of Front Royal under this Contract.

23. Additional Terms and Conditions: The following attachments are made a part of this Contract and are incorporated herein:

- (1) **Attachment "A" - Contractor's Price Quotation**
- (2) **Attachment "B" - Bid Specifications**
- (3) **Attachment "C" - Cooperative Contracting**

24. Standard of Care: The Contractor shall perform the services herein described expeditiously and diligently and in accordance with the standard of care and skill ordinarily exercised under similar conditions by reputable members of its profession or trade practicing in the same or similar locality within the Commonwealth of Virginia existing as of the date such services are provided and in accordance with all applicable laws, codes, and regulations in effect as of the date such services are provided.

25. Enforcement: This Contract shall in all aspects be governed by the laws of the Commonwealth of Virginia. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Warren County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

IN WITNESS WHEREOF, the undersigned parties hereto have made and executed this Contract as the day and year first above written.

(SEAL)

TOWN OF FRONT ROYAL, VIRGINIA

Attest: _____

BY: _____

Type Name: _____

Type Name: Joseph Waltz

Title: _____

Title: Town Manager

Date: _____

(SEAL)

SERVICE PROVIDER:

Attest: _____

[Name of Contractor]

Type Name: _____

BY: _____

Title: _____

Type Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

DOUGLAS W. NAPIER, TOWN ATTORNEY

DATE: _____