

**TOWN OF CLIFTON FORGE**

**Roxbury Paving**

**Contract for FY2015**

**Request for Proposals**

Town of Clifton Forge  
Department of Public Works  
520 Howard Street  
Clifton Forge, Virginia 24422

**Project Information**  
**Roxbury Paving for**  
**FY 15**  
**Town Of Clifton Forge**

- 1) Project will run from award through June 15, 2015
- 2) Areas to be paved in FY 2015
  - 1) Roxbury Street
- 3) Contractors should verify quantities prior to providing a proposal

## NOTICE OF REQUEST FOR PROPOSALS

Sealed Proposals are invited for:

Town of Clifton Forge  
Roxbury Paving Contract  
FY 2015

**Scope:** The Town of Clifton Forge is accepting proposals from qualified Class A contractors to provide and install the following (all amounts are approximate):

Bituminous Concrete Surface Course (SM-9.5A, 1.5 inch overlay); Milling as directed.

The project consists of milling and resurfacing of Roxbury Street, including all materials, equipment, services and facilities necessary to complete the work in accordance with plans and specifications. All millings are the property of the Town of Clifton Forge and will be stockpiled at a location as selected by the Town of Clifton Forge.

Milling of all pavements will be accomplished soon after award, final paving will not be accomplished until all utility work has been completed.

**RFP Closing Date:** June 17, 2014 at 2:00 PM

**Sealed PROPOSALS** will be opened at that time in the Public Works Office Conference Room, 520 Howard Street, Clifton Forge, VA 24422

**BONDS required:** Proposal (Bid) Bond

**Pre-Proposal Conference:** Mandatory Pre-Proposal Conference will be held. This conference will be held on June 9<sup>th</sup>, 2014 at 1:00 PM in the Clifton Forge Business Incubator, 601 Main Street, Clifton Forge large conference room. To enter the building please go to rear building entrance adjacent to the old Save A Lot parking Lot.

Questions pertaining to this RFP should be addressed to: Earl LaBonte, Director of Public Works  
540-863-2517 or [elabontel@cliftonforgeva.gov](mailto:elabontel@cliftonforgeva.gov)

Withdrawal of Proposal due to error: Procedures per Section 2.2-4330, Code of Virginia (1950), as amended.

The REQUEST FOR PROPOSALS, Specifications and forms containing information necessary for developing a proposal may be obtained from the Public Works Department, Clifton Forge, VA. 540- 863-2517.

Documents are also available for inspection at:

- Clifton Forge Public Works, 520 Howard Street, Clifton Forge, VA 24422

Issue Date: May 22, 2014

Closing Date: June 17, 2014

**Town of Clifton Forge, Virginia**

**REQUEST FOR PROPOSAL**

**Roxbury Street Paving Contract for FY 2015**

All proposals must be received by the closing date and time to be considered.

One (1) original and (1) copy of each proposal, including any attachments, shall be mailed or delivered to:

**Earl LaBonte, Director of Public Works  
Town of Clifton Forge  
510 Howard Street  
Clifton Forge, Virginia 24422**

For technical information relating to this Invitation, please contact:

**Director of Public Works  
Town of Clifton Forge  
510 Howard Street  
Clifton Forge, VA 24422**

**Phone: 540-863-2517  
Fax: 540-863-2541**

**Email: [elabonte@cliftonforgeva.gov](mailto:elabonte@cliftonforgeva.gov)**

In compliance with this **REQUEST FOR PROPOSAL** and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name / Title: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

**CERTIFICATION PAGE  
RETURN THIS PAGE WITH PROPOSAL SUBMISSION**



**TOWN OF CLIFTON FORGE**  
**Specifications**

**Date of This Proposal:** May 22, 2014  
**Contract Title:** Roxbury Street Paving - Contract for FY 2015  
**Opening Date:** Tuesday, June 17, 2014 at 2:00 P.M.

The Town of Clifton Forge (Town) is accepting proposals from qualified Class A contractors to provide and install the following (all amounts are approximate):

**Description:**

Bituminous Concrete Surface Course SM-9.5A, 1.5 Inch Overlay Milling as directed  
Pavement Patching (Type B)

**1. The following Special Terms and Conditions shall govern this procurement:**

- a. Unless otherwise specified in the contract, the contractor shall furnish all the necessary personnel, materials, equipment, services and facilities necessary to complete the aforementioned description of work.
- b. All proposals are good for sixty (60) days from the date submitted. All proposal prices are good for at least 200% increase of actual quantities over the estimated quantities listed on the proposal sheet.
- c. All work shall conform to the VDOT Road and Bridge Specifications, latest edition, and revisions thereof, except where modified by Special Provisions and the Virginia Work Area Protection Manual. Any work area not conforming to Virginia Work Area Protection Manual is subject to be shut down by Engineer or Inspector.
- d. The Town reserves the right to decrease or increase the quantities on the contract.
- e. The contractor shall be responsible for keeping the roadways and sidewalks adjacent to the work area clean and free of debris.
- f. Compaction requirements will be per the frequency in section 315.05 of the VDOT Road and Bridge Specifications, latest edition.
- g. Tack shall be CRS-1, CRS-2, or CRS-IH. RC and MC tacks will be approved at the discretion of the Engineer.
- h. Undiluted tack shall be applied at a rate of 0.075 gallons per square yard by hand wand or distributor bar.
- i. All unit prices shall contain incidental traffic controls. Unit prices shall include all necessary traffic controls, signage, cones, barricades, and flaggers to maintain the construction site as per the Virginia Safe Work Area Manual. Only certified flaggers shall be permitted to work traffic control.

- j. Roadways to be paved shall first be cleaned and swept free of debris prior to placing tack coat.
  - k. All manhole and water valve risers shall be lowered prior to milling by the town, new manhole risers and water valve boxes will be adjusted as needed by paving contractor when paving.
  - l. This is a firm, fixed, unit price contract with the unit prices guaranteed until June 2015, or final completion of the contract, whichever is later. No unit price adjustments will be accepted. The quantities listed are estimates and to be used for developing a proposal purposes only. Payment will be based on the actual quantities completed.
  - m. Patching shall comply with VDOT Road and Bridge Specifications, latest revision.
  - n. Milling pay item to include incidental traffic control, milling, and removal and disposal of all debris caused by milling. Millings shall be disposed of at site designated by the Town and shall be retained by the Town.
  - o. Bituminous Concrete Surface Course SM-9.5A pay item to include all incidental traffic control, sweeping existing pavement, applying tack, placement, compaction, and rolling of bituminous concrete as per the VDOT Road and Bridge Specifications, latest edition.
  - p. This project is to be timed around the Roxbury Sewer and Water improvements project due to start early summer, all milling must be accomplished prior to that project start date with the final paving being scheduled to be accomplished at the end of that project. It is anticipated that milling would occur third quarter 2014 with final paving first quarter 2015.
2. The General Terms & Conditions - Construction Projects, attached as Exhibit B, shall apply to this purchase.
  3. Any person submitting a proposal for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, will be required to submit as part of their proposal:
    - a. Satisfactory proof that such person is duly licensed under the terms of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number;
    - b. A written, sworn statement (notarized) that the person's license is in good standing and not subject to licensure as a contractor, subcontractor or owner/developer pursuant to Sec. 54.1-1100 of the Code of Virginia, 1950, as amended; Attached as Exhibit "C".
  4. The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by

the contractor, his agents, representatives, employees or subcontractors.

The contractor shall provide a certificate of insurance naming the Town of Clifton Forge as additional insured and, if requested a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Clifton Forge. The contractor shall maintain limits no less than:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - c. Workers' Compensation and Employers Liability: Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employers Liability limits of \$1,000,000 per accident.
5. All proposals must be placed on the enclosed Proposal Sheet to be considered responsive.
  6. Payment terms are net, 30 days from date of acceptance by the Public Works Department.
  7. The successful contractor may be required to enter into a formal contract with the Town of Clifton Forge, a sample of which is available for inspection.
  8. Performance and payment bonds with a value of 100% of the contract amount for FY15 will be required of the successful contractor prior to commencing work. For each subsequent year of the contract, if renewed, a performance and payment bond with a value of 100 % of the contract amount for each fiscal year shall be required.

**ALL PROPOSALS MUST BE SIGNED AND SEALED IN AN ENVELOPE PLAINLY MARKED ON THE OUTSIDE, " ROXBURY STREET PAVING CONTRACT FOR FY 2015" AND SHALL BE FORWARDED TO THE PUBLIC WORKS DEPT.**

Proposals shall be opened at the appointed hour and date and before such of the proposal representatives or members of the public as choose to attend.

Unless all proposals are canceled or rejected, the Town reserves the right granted by Section 11-53 of the Code of Virginia to negotiate with the lowest responsive, responsible pro to obtain a contract price within the funds available to the Town whenever such low proposal exceeds the Town's available funds.

For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the Town for this contract prior to the issuance of the written **REQUEST FOR PROPOSAL**. Negotiations

with the low proposer may include both modifications of the proposal price and the Scope of Work/Specifications to be performed. The Town shall initiate such negotiations by written notice to the lowest responsive, responsible proposer that its proposal exceeds the available funds and that the Town wishes to negotiate a lower contract price. The time, place, and manner of negotiating shall be agreed to by the Town and the lowest responsive, responsible proposal.

The Town of Clifton Forge does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior requests.

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## EXHIBIT A PROPOSAL FORM

### TOWN OF CLIFTON FORGE ROXBURY STREET PAVING FOR FY 2014

NO.	STREET NAME	Length (LF)	Avg. Width (ft)	Paving Area Tons	Milling Area (SY)
1	Roxbury St 701000	264	36	92	1056
2	Roxbury St 702000	1478	24	344	3942
3	Roxbury St 703000	1478	18	258	2957
4	Roxbury St.704000	1400	12	190	2182

Total Base Proposal includes all materials, equipment, services and facilities necessary to complete the work in accordance with plans and specifications.

Total Base Proposal in Words \_\_\_\_\_ Dollars

**EXHIBIT A PROPOSAL FORM**

COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME/TITLE: \_\_\_\_\_

BUSINESS ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTRACTORS LICENSE NUMBER: \_\_\_\_\_

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**EXHIBIT B**  
**TOWN OF CLIFTON FORGE, VIRGINIA**  
**GENERAL TERMS AND CONDITIONS**  
**CONSTRUCTION PROJECTS**

The following General Terms and Conditions shall become part of all solicitations for construction projects that involve building, altering, repairing, improving or demolishing any structure, building or paving projects, and any draining, dredging, excavation, grading or similar work upon real property. These General Terms and Conditions shall be a part of any such REQUEST FOR PROPOSAL in addition to the General Terms and Conditions- Services.

**1. DEFINITIONS:**

- a. The term "Town" shall mean The Town of Clifton Forge through the governing body or other agent with authority to execute the contract for the Town.
- b. The term "Contractor" means the person, firm or corporation named such in the contract and includes the plural number and the feminine gender when such are named in the contract as the Contractor.
- c. The term "Subcontractor" means only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design but does not include one who merely furnishes material not so worked.
- d. The "Project Inspector" means one or more individuals employed or designated by the Town to make inspections, observe progress, approve schedules and accept services under the terms of the contract. The Town shall notify the Contractor in writing of the appointment of such Project Inspector.

**2. CONTRACT DOCUMENTS:**

The contract entered into by the parties shall consist of the REQUEST FOR PROPOSALS, the signed Proposal/Offer submitted by the Contractor, the Town of Clifton Forge standard contract form or Purchase Order, the General and Special Terms and Conditions, the Specifications with drawings, if any, including all modifications thereof, all which shall be referred to collectively as the Contract Documents.

**3. LAWS AND REGULATIONS:**

- a. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
- b. The Contractor and Subcontractor shall comply with the Virginia Contractor's Registration Law, Title 54, Chapter 7, Code of Virginia (1950), as amended. AU nonresident Contractors and Subcontractors submitting proposals on the work described herein shall register with the Department of Labor and Industry under the provisions of the Subsection 40.1-30 of the code of Virginia (1950), as amended.

**4. CONDITIONS AT SITE, BUILDING OR STRUCTURE:**

Proposers shall visit the contract work site or sites and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site, building or structure, and the character and extent of existing work within or adjacent to the site.

**5. PREPARATION AND SUBMISSION OF PROPOSALS/PROPOSALS:**

- a. Proposals/proposals must give the full business address of the proposer and be signed by him or her with his or her usual signature. Proposals/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals/proposals by Corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the word "President", "Secretary", "Agent", or other designation without disclosing the principal, may be held to be the proposal/proposal of the individual signing. When requested by the Town, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished
- b. Identification of Proposal Envelope: The signed proposal should be returned in a separate envelope or package sealed to the Director of Finance and identified as follows:

Name of Proposer  
Address City/State/Zip Code  
Description of Request for Proposal due Date / Time

- c. The envelope should be addressed as directed in the solicitation.

**6. WITHDRAWAL OR MODIFICATION OF PROPOSALS PRIOR TO DUE DATE:**

Proposals may be withdrawn or modified by written or telegraphic notice received from Proposers prior to the time fixed for proposal receipt.

**7. RECEIPT AND OPENING OF PROPOSALS:**

- a. It is the responsibility of the proposer/ to assure that the proposal/proposal is delivered to the place designated for receipt of proposals/proposals prior to the time set for receipt of proposals/proposals. No proposal/proposal received after the time designated for receipt of proposals/proposals will be considered.
- b. Proposals received in response to a REQUEST FOR PROPOSALS will be opened at the time and place stated in the solicitation and proposer's names and prices made public for the information of proposers and other interested who may be present either in person or by representative.

- c. The Public Works Director, whose duty it is to open the proposals, will decide when the specified time has arrived. No responsibility will be attached to any agent of the Town for the premature opening of a proposal not properly addressed or identified.
- d. In the case of the proposals received in response to a Request for Proposal, public openings are not required; however, if a public opening is held, only the names of the proposers.

**8. WITHDRAWAL OF PROPOSAL DUE TO ERROR (REQUEST FOR PROPOSALS ONLY):**

- a. The proposer shall submit to the Public Works Director his original work papers, document and materials used in the preparation of the proposal within two business days after the date fixed for submission of proposals. The work papers shall be delivered in person or by certified mail. The proposer 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.
- b. No proposal may be withdrawn under this section when the result would be awarding the contract on another proposal of the same proposer or of another proposer in which the ownership of the withdrawing proposer is more than five percent.
- c. If a proposal is withdrawn under the authority of this section, the lowest remaining proposal shall be deemed to be the low proposal.
- d. No proposer who is permitted to withdraw a proposal 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 proposal was submitted.
- e. If the Town denies the withdrawal of a proposal under the provisions of this section, it shall notify the proposer in writing stating the reasons for its decision and award the contract to such proposer at the proposal price, provided such proposer is a responsive and responsible proposer.

**9. SUBCONTRACTS:**

- a. The Contractor shall, as soon as practicable after the signing of the contract, notify the Town in writing of the names of Subcontractors proposed for the principle parts of the work.
- b. The Contractor shall not employ any Subcontractor that is not responsible or otherwise suitable. The Town shall not direct the Contractor to contract with any particular Subcontractor, however, the Town may disapprove the use of any Subcontractor deemed unsuitable.

**10. SEPARATE CONTRACTS:**

The Town reserves the right to let other contracts in connection with the project or services, the work under which will proceed simultaneously with the performance of the Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the performance of their work. The Contractor shall take all reasonable action to coordinate his or her work with the separate contractors. If the work done by the separate contractor is defective or so performed as to prevent the Contractor from carrying out the work according to the plans and specifications, the contractor shall immediately notify the Town upon discovering such conditions.

**11. INSPECTION:**

All materials and workmanship, if not otherwise designated by the specifications, shall be subject to inspection. Examination and test by the Public Works Department at any and all times during manufacture and/or construction. The Public Works Department shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Town may, by contract or otherwise, replace such material and/or correct such workmanship charging the cost to the contractor. The Town may terminate the right of the Contractor to proceed as provided in the Default Clause, the Contractor being liable for any damage to the same extent as provided in the Default Clause for termination thereunder.

**12. SUPERINTENDENCE BY CONTRACTOR:**

- a. The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract except where otherwise specified in the Contract Documents.
- b. The Contractor shall, at all times, enforce the strict discipline and good order among the workers on the project, and shall not employ on the site any unfit person or anyone not skilled in the work assigned to him or her.

**13. CONTRACTOR'S TITLE TO MATERIALS:**

No materials or supplies for the work shall be purchased by the contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

**14. WARRANTY OF MATERIALS AND WORKMANSHIP:**

- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class, and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
- b. Work not conforming to these warranties shall be considered defective.

- c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

**15. USE OF PREMISES AND REMOVAL OF DEBRIS:**

- a. The Contractor expressly undertakes, either directly or through its Subcontractor:
  - 1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work;
  - 2. To store its apparatus, materials, supplies, and equipment in such an orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of the Town or any other Contractor; and To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  - 3. To effect all cutting, filling or patching of its work required to make the same conform to the plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or by excavation.
  - 4. To clean up frequently all refuse, rubbish, scrap, materials and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.

**16. PROTECTION OF PERSONS AND PROPERTY:**

- a. The Contractor expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including the Town's employees and property and its own.
- b. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- c. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Town's property from injury or loss arising in connection with this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town. The Contractor shall adequately protect the adjacent property as provided by law and the Contract Documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the Contract Documents.
- d. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Town, is hereby permitted to act at its discretion, to prevent such threatened loss or injury. Also, should the Contractor in order to prevent threatened loss or injury, be instructed or authorized to act by the Town, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by Section 18, "Changes in the Work."

## **17. CHANGES IN THE WORK:**

- a. The Town may at any time by written order, make changes in the work of this Contract and within the general scope thereof, except that no fixed price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars (\$10,000), whichever is greater. In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the Town.
  1. The change order shall stipulate the mutually agreed price that shall be added to or deducted from the contract price. If the price change is an addition to the contract price, it shall include the Contractor's overhead and profit.
  2. By estimating the number of unit quantities of each part of the work which are changed and then multiplying the estimated number by of such unit quantities by the applicable unit price (if any) set forth in the contract or other mutually agreed unit price. If the Town decides to authorize work in accordance with until price, measurement of unit quantities shall be on a net basis.
  3. By ordering the Contractor to proceed with the work and to keep, and present in such form as the Town may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the Town and the Contractor.
- b. The Contractor shall furnish the Town with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.
- c. In figuring changes, instructions for measurements of quantities set forth in the specifications shall be followed.
- d. All change orders must indicate that the completion date of the project is either not extended or is extended by a specific number of days. Both the old and if there is one, the new date must be stated.

## **18. LIQUIDATED DAMAGES:**

Liquidated damages shall be assessed, not as penalty, the sum of two hundred fifty dollars (\$250.00) per day for each and every calendar day that the work is not completed. Based on receipt of Notice to Proceed by November 2, 2012, the Work is to be completed in accordance with the Plans and Specifications based on the following: Final Completion June 15, 2015

## **19. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT:**

If the work should be stopped under any order of any court or other public authority for a period of six (6) months through no fault of the Contractor or of anyone employed by the Contractor, or if the Town should arbitrarily fail to issue any certificate for payment within a reasonable time after they are due, or if the Town should fail to pay the Contractor within thirty (30) days any sum certified by the Town, then the Contractor may, upon fourteen (14) calendar days written notice to the Town, stop work or terminate the contract. The Contractor may then recover the

Town payment for the cost of the work actually performed, together with the overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that there would have been a profit on the entire contract if the work had been completed. The Contractor may not receive profit or any other type of compensation for parts of the work that were not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The Town may offset any claims it may have against the Contractor against the amounts due to the Contractor.

## **20. TOWN'S RIGHT TO TERMINATE CONTRACT**

- a. If the Contractor should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his or her insolvency, the Town may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Town, or otherwise be in substantial violation of any provision of the contract, then the Town may terminate the contract.
- b. Prior to the termination of the Contract, the Town shall give the Contractor fourteen (14) calendar day's written notice. Upon termination of the contract, the Town shall take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method deemed expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the Town. The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Town.
- c. Termination of the Contract under this section is without prejudice to any other right or remedy of the Town.

## **21. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Town of Clifton Forge is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Clifton Forge, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the

Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

## **22. ETHICS IN PUBLIC CONTRACTING**

The provisions contained in Sections 2.2-4367-22-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Clifton Forge.

By submitting their proposals, all Proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## **23. DEBARMENTSTATUS**

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

## **24. NONDISCRIMINATION**

Proposers certify to the Owner that they will comply with 22-4311 Virginia Code, in that every contract over \$10,000, the provision shall apply: During the performance of this contract, the contractor agrees he will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex or national origin except where race, religion, color, age, sex or national origin is a bonafide 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 the nondiscrimination clause. The Contractor in all solicitations or advertisement for employees placed by or on behalf of the Contractor, will state that such Contract, is an equal opportunity employer. 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. The contractor will include the provisions of the foregoing in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor. The Owner does not discriminate against faith based organizations.

## **25. DRUG-FREE WORKPLACE**

During the performance of this contract, if the contract is over \$10,000 the contractor agrees to (i) provide a drug free workplace for the contractor's employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees

for violations of such prohibition; (ii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug free workplace and (iii) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

## **26. MINORITY UTILIZATION**

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

## **27. OWNER TAX STATUS**

The Town of Clifton Forge is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate shall be furnished upon request. The Owner's Federal Tax ID number is 54-6001221.

**EXHIBIT C  
MANDATORY REQUIREMENT**

(To be executed and submitted with proposal)

Any person submitting a proposal for construction work to any building, highway, sewer or other structure, the performance of which would require a contractor's license pursuant to the provisions of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, shall be required to submit **as part of their proposal**:

Satisfactory proof that such person is duly licensed under the terms of Sec. 54.1-1100 of the Code of Virginia, 1950, as amended, including the furnishing of any such contractor's number. A copy of your contractor's license can be attached to this form to meet this requirement.

I certify that the \_\_\_\_\_ State Contractors License of \_\_\_\_\_, doing business as \_\_\_\_\_ is in good standing and not subject to licensure as a contractor, subcontractor or owner/developer pursuant to Sec. 54.1-1100 of the Code of Virginia, 1950, as amended.

Signed and sealed this date of \_\_\_\_\_ 20\_\_ [SEAL]

Principal \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

State of Virginia, County of \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_

[SEAL] Notary Public \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires:

**Exhibit D**  
**REFERENCES**

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

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_