**Town of Wytheville, Virginia**  
Request for Proposal  
**TOWN OF WYTHEVILLE WASTEWATER TREATMENT PLANT SLUDGE HAULING AND DISPOSAL**

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<thead>
<tr>
<th>ISSUE DATE:</th>
<th>DEPARTMENT:</th>
<th>PROCUREMENT #:</th>
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<tbody>
<tr>
<td>03-16-2023</td>
<td>Engineering</td>
<td>RFP-2023-09</td>
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<tr>
<th>DATE/TIME LAST DAY FOR QUESTIONS:</th>
<th>DATE/TIME OF PRE-PROPOSAL MEETING OR N/A:</th>
<th>DATE/TIME OF CLOSING:</th>
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<tr>
<td>March 27, 2023 on or before noon</td>
<td>No meeting</td>
<td>March 31, 2023 on or before 2:00 pm</td>
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<tr>
<th>TOWN CONTACT NAME:</th>
<th>CONTACT PHONE:</th>
<th>CONTACT EMAIL:</th>
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<tbody>
<tr>
<td>Billy J. Anderson LS</td>
<td>276-223-3434</td>
<td><a href="mailto:Billy.anderson@wytheville.org">Billy.anderson@wytheville.org</a></td>
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<tr>
<th>PHYSICAL ADDRESS DELIVER/Delivery SERVICE</th>
<th>MAILING ADDRESS VIA USPS:</th>
<th>HOURS OF OPERATION:</th>
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<tr>
<td>Town Municipal Building</td>
<td>Town of Wytheville</td>
<td>8 am – 5 pm Daily, Monday through Friday, Except local, state, and federal holidays</td>
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<tr>
<td>150 East Monroe Street</td>
<td>P.O. Box 533</td>
<td></td>
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<tr>
<td>Wytheville, VA 24382</td>
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**Process:** Sealed proposals subject to the terms and conditions as set forth by the Town of Wytheville shall be received in accordance with the date(s), time(s), and locations as specified above. All responses shall be in accordance with the requirements of this procurement document and the ensuing contract documents. Any alterations or changes will be made by a written addendum issued by the Town and all Offerors are responsible for obtaining issue addenda when notice of such is posted.

**Agreement:** In accordance with the following proposal and in compliance with the terms and conditions provided, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services as proposed, to be delivered, or furnished to designated points within the time specified, and further agrees to any changes when said changes are mutually agreed by both parties through subsequent negotiations. By signing this proposal, I certify that I am authorized to Bind the Offeror in any and all negotiations and/or contractual matters relating to the proposal. By submitting this proposal, I understand, and I agree to be bound by the conditions set forth in this document and listed attachments.

**Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

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<tr>
<th>Vendor’s Legally Authorized Signature:</th>
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<tr>
<th>Printed Name of Signatory:</th>
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<th>Name of Business/Firm:</th>
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<th>Federal Employment ID#</th>
<th>Contact Email:</th>
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Town of Wytheville, VA is seeking proposals for the following work:

"Hauling and disposal of anaerobically digested sludge from Town of Wytheville Sewage Treatment Plant on a periodic basis for the period April 10, 2023, through April 8, 2024 with optional extensions for three (3) additional consecutive years".

The proposals will be received until 2:00 PM prevailing time on March 31, 2023, and publicly opened and read aloud immediately thereafter.

The proposal may be mailed in sealed envelopes to Town of Wytheville, VA ATTN: Billy Anderson, Assistant Town Engineer, P.O. Box 533, Wytheville, VA 24382 or delivered to the Town of Wytheville Municipal Building located at 150 E. Monroe Street, Wytheville, VA 24382 between the hours of 8:00 AM and 5:00 PM. Each envelope shall be clearly marked "BID FOR: TOWN OF WYTHEVILLE SLUDGE HAULING AND DISPOSAL PROJECT 2023". Also, the name of the bidder shall be shown on the envelope.

Copies of the Contract Documents including the Specifications, are on file and open to public inspection at the office of the Assistant Town Engineer, 150 E. Monroe Street, Wytheville, VA 24382, Phone (276) 223-3434 where sets of said documents may be obtained. Bids must be submitted on the approved Bid Sheet.

To receive consideration, proposals must be accompanied by a certified check, cashier's check or Bid Bond from a Surety Company authorized to do business in Virginia in the amount of $5,000.00 as guarantee that if the proposal is accepted, the successful bidder will enter into a contract after notice of award of said contract.

All bids will be addressed to "Town of Wytheville, VA", and shall remain firm for a period of sixty (60) days. No bidder may withdraw his bid during the sixty (60) day period, without forfeiting his bid guarantee.

The Town reserves the right to reject any or all bids, for any reason and also reserves the right to waive any informality therein and to negotiate contract terms with the successful bidder. The Town further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be nonresponsive. The Town may also reject the bid of any bidder if the Town believes it would not be in the best interest of the Town to make an award to that Bidder.

Run 1x Website Public Posting
# RFP-2023-09 TOWN OF WYTHEVILLE WASTEWATER SLUDGE REMOVAL

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Purpose</td>
</tr>
<tr>
<td>2.0</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>3.0</td>
<td>Proposed Submittal Requirements</td>
</tr>
<tr>
<td>4.0</td>
<td>Award of Contract, Contract Terms and Payment Terms</td>
</tr>
<tr>
<td>5.0</td>
<td>Supplemental Provisions</td>
</tr>
<tr>
<td>6.0</td>
<td>Specifications</td>
</tr>
<tr>
<td>Appendix I</td>
<td>Town of Wytheville General Terms &amp; Conditions</td>
</tr>
<tr>
<td></td>
<td>Instruction to Bidders</td>
</tr>
</tbody>
</table>

## ATTACHMENTS REQUIRED FOR THIS RFP

- **A** Designation of Representative Form
- **B** Addendum Status Form
- **C** Bid Form
- **D** Bid Bond Form
- **E** Proprietary/Confidential Information Form
- **F** State Corporation Commission (SCC) Form
- **G** Non-Collusion Affidavit Form
- **H** Insurance Requirements & Form 61-A (Workers’ Comp)
- **J** Business License and Professional License Form
- **L** Drug-Free Work Place Form

  - Standard Form and Agreement Between Owner and Contractor on the Basis of a Stipulated Price
  - Notice of Award
  - Notice to Proceed
  - Performance Bond
  - Payment Bond
  - Sludge Haul Route Map
REQUEST FOR PROPOSAL
RFP-2023-09
TOWN OF WYTHEVILLE WASTEWATER SLUDGE REMOVAL
TOWN OF WYTHEVILLE, VIRGINIA

1.0 Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from interested and qualified companies (Bidders) for removal and transportation/hauling service for the Town of Wytheville Wastewater Treatment Plant, located at 852 Atkins Mill Road in the Town of Wytheville Virginia.

Initial service contract will commence on April 10th, 2023 and extend to April 8th, 2024 with optional extensions for no more than three (3) additional consecutive years.

2.0 Scope of Work

At a minimum, the selected company will provide removal and transportation services for approximately 1400 tons of dried wastewater treatment plant sludge from the Town of Wytheville Wastewater Treatment Plant to the NRRA Landfill located at 7100 Cloyd’s Mountain Road, Dublin, Virginia in Pulaski County.

The weight of the dried sludge material will be determined by the certified weight issued via scales located at the NRRA Landfill.

The selected company (Successful Bidder) will be responsible for all equipment, labor and materials needed for the removal and transportation of sludge from the Town of Wytheville Wastewater Treatment to plant to the specified landfill unless otherwise specified. Including but not limited to sludge boxes, liners and any other appurtenance needed during the removal process.

The selected company (Bidder) will be responsible for all fees produced by the NRRA Landfill during removal and transportation process.

All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including Environmental Protection Agency (EPA), Virginia Department of Health (VDH), Virginia Occupational Safety and Health Agency (VOSHA), Occupational Safety and Health Agency (OSHA) rules/regulations and Town of Wytheville specifications.

3.0 Proposal Submittal Requirements.

a) Prior to submitting proposals, bidders shall carefully review the specifications and other contract documents. Bidders shall coordinate with the Town of Wytheville to arrange a time during regular business hours to perform a site visit, and shall
fully inform themselves with all existing conditions and limitations. Failure to do so shall not relieve the selected bidder of assuming all responsibility for not foreseeing all difficulties and costs associated with the work being performed.

b) The proposal shall convey that the offeror has a comprehensive understanding of the type of work that needs to occur to reach the desired end goals of the Town. The qualifications, experience and capacity of the interested and qualified company will factor highly into the selection process. Provide companies anticipated time for start and completion of services. Illustrate that the organization has the capacity and level of expertise required to deliver a successful end-product.

c) Sealed Bids shall be delivered to the Engineering Department, Town of Wytheville, 150 East Monroe Street, P.O. Box 533, Wytheville, VA 24382, ATTN: Billy J. Anderson, Assistant Town Engineer, in a sealed envelope marked “RFP-2023-09 TOWN OF WYTHEVILLE WASTERWATER SLUDGE REMOVAL” with Contractor’s name, address and registration number on the outside of the envelope. Bids will be accepted on or before 2:00 pm local prevailing time of March 31, 2023 and thereby publicly opened and read aloud. The Town will not be responsible for delays in service by the USPS or private couriers or for delivery on dates the office is closed.

d) When obtaining the Contract Documents, the Bidder shall designate a representative who will be responsible for all correspondence between the Town and Bidder and shall include his/her name, title, address, phone number, fax number and email address.

e) Each bid must be accompanied by a certified check or acceptable Bidder’s Bond in the amount of five percent (5%) of the total bid made payable to the Town of Wytheville.

f) All Bidder small have at the time of submittal all necessary local and state licenses.

g) The successful Bidder will be required to furnish a Performance and Payment Bond with sureties authorized to do business in the Commonwealth of Virginia, for the full value of the contract.

h) A proposed Bidder may withdrawal the submitted Bid in person or by written request, at any time prior to the scheduled closing date and time. After scheduled closing date and time all withdrawals will be in accordance with the procedures found in section 2.2-4330 A(i) of the Code of Virginia.

i) No pre-bid meeting will be held prior to date of bid closing.

j) Contract Documents are available for inspection at the following locations:
   1) Town of Wytheville, Municipal Building, 150 East Monroe Street
      Wytheville, Va. 24382
   2) eva.virginia.gov

k) Any questions related to this RFP or requests for clarification shall be directed to the project contact as listed on the cover sheet, Questions shall be submitted via email or in writing by the date listed. Oral questions will not be permitted. All
questions and any responses will be in writing and these will be posted as addenda at the Town Website https://www.wytheville.org/rfp. It is the responsibility of Offerors to ensure that they have received all addenda and to include Attachment A- Addendum Status indicating whether or not an addenda was received by the offeror.

I) Any addenda issued during the time of bidding or forming a part of the contract documents loaned to the bidders for the preparation of bid, shall be covered in the proposal and shall be made part of the contract.

4.0 Award of Contract, Contract Term and Payment Terms

The selected company (Successful Bidder) shall execute a signed contract and furnish the required bond(s) within 10 days from the date of notice of award. The Town may, if it desires, determine that the contract has been abandoned, and the proposal shall become null and void and bid bond accompanying the proposal shall become the property of the Town as liquidated damages if executed signed contract and required bonds are not submitted within the above stated 10-day period.

The expected timeline for executing a contract and beginning work is within Five (5) days of notice of the contract award unless an alternate time schedule is agreed upon by both parties prior to executing the contract or as specified herein.

The Town reserves the right to cancel this RFP at any time or reject any or all proposals received because of this RFP if it is in the best interest of the Town. The Town may ask questions of clarification and/or may request an oral presentation to explain the proposal if needed.

The Town of Wytheville reserves the right to accept or reject any or all bids, or accept the bid which, in the Town’s judgement, is in the best interest of the Town. The Town further reserves the right to waive any informality or irregularity in the bids. The contract if awarded will be to the successful responding bidder and will be awarded based on apparent Low Bid of responses received on or before the specified closing date and time.

Payment Terms. Payment will be issued for the actual amount of work completed. Payment terms shall be net thirty (30) days from receipt of invoice of completed service.

The entirety of this proposal as presented is required to be included in the submitted bid packet in order for the submitted bid to be considered complete and acceptable.
5.0 Supplemental Provisions.

The supplemental provisions, as listed below, shall be included as part of the Request for Proposal. Applicable sections of these provisions shall apply to all contracts awarded for this project.

Appendix I- Town of Wytheville Procurement Policy General Terms and Conditions

6.0 Specifications

Sludge containment boxes shall have a capacity of at least thirty (30) square yards. The contractor shall supply all sludge boxes, liner materials and any other equipment and supplies as needed.

All precautions will be taken to assure overloading is avoided. Any traffic citations for overweight loads shall be the Town’s responsibility.

Contractor shall supply a phone number at which he may be reached at all times.

Payment shall be on a monthly basis. All weight tickets from the landfill shall be turned in with monthly invoices.

A specified route shall be established to provide for consistent mileage for each trip. This route shall be:

Beginning at the Town of Wytheville WWTP on Atkins Mill Road, north to E. Railroad Avenue, then turn right to Industry Road, turn right onto Industry Road, follow Industry Road to Chapman Road. Turn right on Chapman Road to Malin Drive. Turn left on Malin Drive to E. Main Street, east on E. Main to I-81 entrance ramp to north bound, continue on I-81 to Exit ramp 98 - Dublin. Exit and go left on Route 100 (Cleburne Blvd.). Proceed approximately five (5) miles to NRRA landfill at 7100 Cloyd’s Mountain Road. This route is approximately thirty-five (35) miles total.

Any deviation from this route that adds mileage for a trip, one way or two ways, will not be entered into the payment formula for fuel adjustments without prior approval of the Town Engineer.

Any boxes delivered to the WWTP by the Contractor shall be clean, completely empty and free of any debris.

End of Proposal
APPENDIX I – TOWN OF WYTHEVILLE PROCUREMENT POLICY
GENERAL TERMS AND CONDITIONS

1. **Laws, Regulations, and Courts.**
   A. This procurement is governed by the applicable statutes in the Virginia Public Procurement Act (Code of Virginia, § 2.2-4300 through § 2.2-4377), the Town of Wytheville (Town) Code of Ordinances (2-81 through 2-159) and policies set forth by the Town Purchasing Agent.
   B. The Contractor shall comply with all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
   C. All solicitations or contracts issued by Town of Wytheville shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Wythe and such litigation shall be brought only in such courts. The Town and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).

2. **Taxes.** Pursuant to Code of Virginia § 58.1-609.1(4), the Town is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the Town for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

3. **Anti-Discrimination Statement by Town.** The Town certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the Town has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 and 2.2-4310)

4. **Anti-Discrimination Statement by Contractor.**
   A. During the performance of the contract, the Contractor agrees to the following provisions.
      1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national 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 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.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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

B. The Contractor also agrees to include the provisions in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Contractor. (Code of Virginia, § 2.2-4310)

5. **Immigration Reform and Control Act of 1986.** In executing a contract with the Town, the Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986. (Code of Virginia, § 2.2-4311.1)

6. **Drug-Free Workplace.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or Contractor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. (Code of Virginia, § 2.2-4312)

7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Town of Wytheville, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Town Manager. Any business entity as described above that enters a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Town of Wytheville may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section. (Code of Virginia, § 2.2-4311.2)
8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town of Wytheville, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and three (3) years beyond the expiration date of the policy for liability insurance. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia. The Town Manager at his discretion can modify these requirements in writing.

**Minimum Insurance Coverage and Limits Required:**

- **Workers’ Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Town of increases in the number of employees that change their workers’ compensation requirements under the **Code of Virginia** during the contract shall be in noncompliance with the contract. § 2.2-4332 and 65.2-800 et seq. **Code of Virginia**
- **Employer’s Liability** - $1,000,000 bodily injury by accident/$1,000,000 bodily injury by disease policy limit/$1,000,000 bodily injury by disease each employee.
- **Automobile Liability Insurance** with limits of $1,000,000. Coverage symbol 1, Best Rating of A-.
- **Commercial General Liability** - $1,000,000 combined single limits. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The “Town of Wytheville, Virginia, its Officers, agents, and employees” shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County’s insurers.
- **Professional Liability** – limit of $1,000,000.
- **Builders Risk Coverage**. Replacement cost basis for the duration of the contract.

10. **Debarment Status.** In submitting a proposal, the contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency, or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**
   - A. Contractor shall provide the Town with a complete and accurate IRS Form W-9.
B. Invoices for products/services ordered, delivered, and accepted shall be submitted to the attention of the Project Manager for the project, Town of Wytheville, P.O. Box 533, Wytheville, VA 24382.

C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last.

D. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.

E. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

F. 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 the Town of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

G. The Contractor is obligated to: (1) 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) notify the Town and the subcontractor(s) within seven days, in writing of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment. (Code of Virginia § 2.2-4354)

H. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the Town, except for amounts withheld as states in Section g above.

I. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor’s obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. Availability of Funds. It is understood and agreed between the parties that the Town shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Town Council. Failure of the Town Council to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Town Council fail to make annual appropriations for the contract.

13. Assignment of Contract. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Town.

14. Default. It shall be the Contractor’s responsibility to make sure that all work is completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting
additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

15. **Changes to the Contract.** All contract modifications must be approved by the Town Manager or his designee. The Town will not assume responsibility for the cost of any changes made without proper consent.

   Changes can be made to the contract in any of the following ways:

   A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

   B. The Town may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Town of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Town’s written decision affirming, modifying, or revoking the prior written notice. If the Town decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town a credit for any savings. Said compensation shall be determined by one of the following methods:

      1. By mutual agreement between the parties in writing; or

      2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Town’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or

      3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Town with all vouchers and records of expenses incurred and savings realized. The Town shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town within thirty (30) days from the date of receipt of the written order from the Town. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Town or with the performance of the contract.

16. **Fixed Price Contract.** A fixed price contract cannot be increased by more than 25% of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Town Council. (*Code of Virginia § 2.2-4309*)
17. Termination of Contract.

A. Termination for Cause.
   1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Town may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, 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 workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the Town, or otherwise be guilty of a substantial violation of any provision of the contract, then the Town may terminate the contract. The Town retains the sole discretion to determine any violation of this section.

   2. Prior to termination of the contract, the Town shall give the Contractor and his surety (when applicable) ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the Town within said ten (10) days, the Town may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the Town may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the Town finds acceptable. If at any time more than ten (10) days after the notice of termination, the Town determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Town may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor’s surety on its payment and performance bonds.

   3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

   4. Upon termination of the contract, the Town shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the Town may deem 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, together with any other expenses of terminating the contract and having it completed by others.

5. Termination of the contract is without prejudice to any other right/remedy of the Town.

B. Termination for Convenience
   a) Town may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all labor forces and materials as the Town elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as the Town may require to assign to the Town the Contractor’s interest in all subcontracts and purchase orders designated by the Town. After all such steps have been taken to the Town’s satisfaction, the Contractor shall receive full compensation for termination and assignment the following:
      - All amounts then otherwise due under the terms of this contract as of the latest request for payment,
      - Amounts due for work performed after the latest request for payment through the date of termination, and
      - Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, the Town shall have no further obligations to the Contractor of any nature.

   b) In no event shall termination for the convenience of the Town terminate the obligations of the Contractor’s surety on its payment and performance bonds.

18. Debarment Process. The Town policy on debarment is defined in the Wytheville Town Code, Section 2-156. *(Enabled under Code of Virginia § 2.2-4321)*

19. Contractual Disputes. Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia §2.2-4363.

20. Audit. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the Town, or until audited by the Town, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

21. Patents, Copyright and Trademark. The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold, and save harmless the Town, its officers, agents, and employees, from any loss or liability for or on account of such infringement.
22. **Conflict of Interest Policy and Ethics in Public Contracting.** The Town maintains a Conflict of Interest Policy in accordance with Code of Virginia §2.2-4367 through §2.2-4377. A contractor certifies by signing their bid/proposal to the Town, that no conflict of interest or collusion exists between any person representing the Town and the offeror/contractor.

23. **Business and Contractors License.** Where required, contractor’s and businesses are required to obtain licenses and permits prior to working in the Town. Information regarding the Town of Wytheville Business License requirement is available at [https://www.wytheville.org/business](https://www.wytheville.org/business)

24. **COVID-19.**

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry (“DOLI Rules”), and the Town of Wytheville (COVID-19) Preparedness and Response Plan (the “Required Local Plan”). In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

A. **Sick and Exposed Persons to Stay at Home.** Sick and exposed contractors to the Covid-19 virus shall stay at home and isolate for five (5) days and shall stay home until all signs of fever and/or illness is not present prior to returning to work. Isolation and quarantine guidelines are subject to change at the direction of local, state, and federal mandates. Any questions regarding exposure, illness, isolation, and quarantine guidelines can be directed to Human Resources Department at 276-223-3321.

B. **Notice to Town Required of Positive COVID-19 Tests at Town Work Sites.** Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the Town within 24 hours if an employee of the Contractor or someone associated with the Contractor who was present at a place of employment owned or operated by the Town tests positive for COVID-19. All such reports of positive COVID-19 tests shall be directed to Human Resources Department at (276) 223-3321

C. **Subcontractors.** The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.

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End of Appendix 1 - Town of Wytheville Procedures Policy

General Terms and Conditions
INSTRUCTIONS TO BIDDERS

1.0 Defined Terms

a) The term “Town” means the Town of Wytheville Virginia, its approved agents and representatives.

b) The term “Bidder” means one who submits a Bid directly to the Town. "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Town (on the basis of Town’s evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2.0 Copies of Bidding Documents

a) Complete sets of Bid Documents may be obtained at the locations as indicated in Section 3 of the Request for Proposal RFP-2023-09 on page two (2) of this document.

b) Complete sets of Bid Documents must be used when preparing bids. The Town of Wytheville assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

c) The Town in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining bids on the work indicated within this document and do not confer a license or grant for any other use.

3.0 Qualifications of Bidder

To demonstrate qualification to perform the work, each bidder must be prepared to submit within five (5) days of the Town’s request written evidence, such as financial data, previous experience, present commitments, and other such data as may be called for in these contract documents. Each bid must contain evidence of bidder’s qualification to do business in the Commonwealth of Virginia and the Town of Wytheville or covenant to obtain such qualifications prior to award of the contract.

4.0 Examination of Documents and Site

a) It is the responsibility of each Bidder before submitting a Bid, to
   i. examine the Contract Documents thoroughly,
   ii. visit the site to become familiar with local conditions that may affect the cost, progress, performance or furnishing of the Work,
   iii. consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work,
   iv. study and carefully correlate Bidder’s observations with the Contract Documents, and
v. notify the Town of all conflicts, errors or discrepancies in the Contract Documents.

b) The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

5.0 Interpretations and Addenda

a) All questions about the meaning or intent of the Contract Documents are to be directed to the Town Engineering Department. Interpretations or clarifications considered necessary by Town Engineering Department in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Town Engineering Department as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

b) Addenda may also be issued to modify the Bidding Documents as deemed advisable by Town or Town Engineering Department.

6.0 Bid Security

a) Each Bid must be accompanied by Bid security made payable to the Town in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, or similar form) issued by a surety meeting the requirements of the Town.

b) The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Town may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Town believes have a reasonable chance of receiving the award may be retained by Town until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.
7.0 **Contract Time**

The numbers of days within which, or the dates by which, the Work is to be substantially completed and completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8.0 **Liquidated Damages**

Provisions for liquidated damages, if any, are set forth in the Agreement.

9.0 **Bid Form**

a) The Bid Form is included with the Bid Documents; additional copies may be obtained from the Town Engineering Department.

b) All Blanks on the Bid Form must be completed in ink or by non-erasable type.

c) Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

e) All names must be typed or printed below the signature.

f) The Bid shall contain an acknowledgement of receipt of all Addenda by completion of Attachment A (Addendum status).

g) The Address and telephone number for communications regarding the bid must be shown.

10.0 **Submission of Bid**

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12.0 **Modification and Withdrawal of Bids**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the time and date of closing as indicated on the cover sheet of this document.
Bids may be withdrawn in the manner consistent with Section 3 Subsection H of the Request for Proposal and shown on page 3 of this document.

13.0 Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base bids and major alternatives (if any) will be made available to Bidders after the opening of the bids.

14.0 Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance for sixty (60) days after the day of bid opening, but Town may, in its sole discretion, release any bid and return the bid security prior to that date.

15.0 Award of Contract

a) Town reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Town reserves the right to reject the Bid of any Bidder if Town believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Town. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

b) In evaluating Bids, Town will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

c) Town may consider the qualifications and experience of subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Town also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

d) Town may conduct such investigations as Town deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Town's satisfaction within the prescribed time.
e) If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Town indicates to Town that the award will be in the best interests of the Project.

f) If the contract is to be awarded, Town will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

g) If the contract is to be awarded, Town may award contracts for each Division of the work separately or may award a single contract to include more than one Division.

16.0 Contract Security
When the successful bidder delivers the executed agreement to the Town, it must be accompanied by the required performance and payment bonds.

17.0 Signing of Agreement
When Town gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to Town with the required Bonds. Within ten (10) days thereafter Town shall deliver one (1) fully signed counterpart to CONTRACTOR. Notice to Proceed will be issued after delivery of fully executed Agreement.

18.0 General Conditions
a) **BIDDERS COSTS:** The Town of Wytheville shall not be liable for any costs incurred by bidders in responding to the Advertisement for Bids.

b) **RECORDS:** Virginia law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Town in connection with this Request for Proposal shall be deemed to be public records subject to public inspection upon award, recommendation of award or ten (10) days after bid opening, whichever comes first.

c) **Insurance:** The Contractor is required to go onto Town of Wytheville property in performance of work for this contract. The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the Town.

d) **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions or actions shall be initiated or executed by the Contract as a result of any discussion with any Town employee. Only those communications which are in writing from the Town Engineer may be considered. Only written communications from the Contractor will be recognized by the City as duly authorized expressions on behalf of the Contractor.

e) **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor shall agree to protect,
defend, indemnify and hold harmless the Town of Wytheville and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by the Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

f) **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the town may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement. The Contractor, however, shall not be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the Agreement by the Contractor, and the Town may withhold any payments to the Contractor for the purpose of offset until such times as the amount of damages due to the Town from the Contractor can be determined.

g) **TERMINATION FOR CONVENIENCE:** the Town reserves the right, in its best interest as determined by the Town, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

h) **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Town for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds.

i) **ASSIGNMENT:** The Contractor shall not transfer or assign the performance under the Agreement to any other Contractor without the prior written approval of the Town.

j) **PAYMENT:** The Town will accept invoices once monthly at the end of each month. All weight tickets from the landfill shall be turned in with monthly invoices. Payment shall be made within fifteen (15) days of receipt of invoice.

k) **SUBCONTRACTING:** The use of subcontractors shall not be allowed by the primary Contractor without prior approval from the Town. It is the intent of this contract to require the primary Contractor to provide all services required.

l) **INSURANCE:** The Contractor shall furnish proof of Worker’s Compensation Insurance, General Liability Insurance and Comprehensive Vehicle Liability Insurance. The coverage is to remain in force at all times during the contract period. The Town is to be added as an “Additional Insured” with relation to Commercial General Liability and Vehicle Insurance. Any cost for adding the Town as “Additional Insured” will be at the Contractor’s expense. See Document 00822 for Insurance Requirements.

m) **OPERATIONS AND MAINTENANCE:** The Contractor shall be fully responsible for all operations and maintenance requirements to transport and dispose of biosolids in accordance with all state and federal regulations. The Town shall maintain responsibility for operation and maintenance of all “wet end” equipment.
up to and including the belt press and associated conveyors. The Town will deposit dewatered raw waste biosolids into the agreed upon containers for disposal after authorized release by the Town.

n) **TRANSPORTATION**: The Contractor shall be fully responsible for all conveyance of dewatered raw biosolids. Areas of responsibility will include, but are not limited to, vehicle traffic in accordance with all regulatory requirements including VDOT and OSHA as required. The Contractor shall provide all equipment and personnel necessary to meet the removal and disposal requirements. The Contractor shall provide necessary resources including personnel to reorient or position containers in the Town’s loading area so that loading can be accomplished on a continual basis. The Contractor’s vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids or biosolids material on the roadways or the generation of objectionable odors. This shall include, but is not limited to, external surfaces, wheels and undercarriages. All vehicles shall be cleaned at locations other than the Town of Wytheville WWTP. Should a mechanical breakdown occur in route to the landfill, the Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for proper removal of biosolids. This shall be the sole responsibility of the Contractor and at his/her expense. When a breakdown causes a vehicle to be removed from normal service, the Contractor shall supply a back-up unit which meets all criteria set forth in this document.

a) **SPILLS AND CLEAN UP**: The Contractor shall keep its hauling route, equipment and work area neat and clean, and shall bear all responsibility for the cleanup or any spill that occurs during the transportation of dewatered sludge. The Contractor shall be responsible for the immediate notification to the Town should any spill occur. The cleanup of any biosolids shall be the sole responsibility of the Contractor and conducted by the Contractor at their expense, in accordance with all applicable laws, including, but not limited to, notifying the proper authorities and submitting all regulatory documentation. Should the Contractor fail to satisfactorily and expeditiously cleanup any spill which may occur, the Town reserves the right to cleanup such spill or arrange for its cleanup and shall charge all costs thereof or related thereto back to the Contractor. Additionally, any penalties incurred, as a result of any such spill, shall be charged to the Contractor.

Plant Operating Hours: Normal operating hours of the Town of Wytheville WWTP are 7:00 a.m. to 3:00 p.m. Monday through Friday. No hauling shall be allowed on Saturdays or Sundays or legal holidays unless prior approval is given by the Town. There is no guarantee of daily, weekly, monthly or yearly quantities, The Town reserves the right to shut down biosolids processing equipment for repairs, maintenance, building modifications or any other valid operational need. The Town also reserves the right to operate continuously for seven (7) days a week, twenty-four (24) hours a day if needed.
18.0 Attachment Requirements

The following list of Attachments shall be completed and included in submitted bid packets.

A. Designated Representative Form
B. Addendum Status Form
C. Bid Form
D. Bid Bond Form
E. Proprietary & Confidential Information Form
F. State Corporation Commission (SCC) Form
G. Non-Collusion Affidavit Form
H. Insurance Requirement Form
I. Notice of Exceptions Form
J. Required Licenses Form
K. Self-Certify Status Form
L. Drug Free Workplace Form
ATTACHEMENT A      DESIGNATION OF REPRESENTATIVE FORM

I, _______________________________, ____________________________________  

    Name                        Title of Company

am the designated representative to the Town of Wytheville for all correspondence concerning RFP-2023-09 “TOWN OF WYTHEVILLE WASTEWATER SLUDGE REOVAL” project.

Signature _____________________________
Date _________________________________
Address ______________________________
                                          
Phone _________________________________
Fax __________________________________
Email ________________________________

End of Attachment A      Designation of Representative Form
The Town of Wytheville is committed to providing the information necessary for offeror(s) to fully understand the scope of work and to submit complete proposals. Addendums may arise from an identified and last-minute change or for clarification of items/questions which develop after the release of the RFP. The addendum will be posted on the Town’s website, https://www.wytheville.org/rfp and on any online platforms that featured the original proposal.

This form is used to ensure that all Bidders receive addendums (if any) for the proposal.

If no addendum was issued by the Town of Wytheville Indicate N/A here: ____________

If addendum(s) were issued, indicate that it was received by bidder indicated below, include dates of addendum(s) received.

Addendum Date

_________________
_________________
_________________
_________________
_________________

Designated Representative: ____________________________________________

Name, printed Title

_________________

Signature

Date: __________________

Company Name: _______________________________________________________

End of Attachment B  Addendum Status Form
ATTACHMENT C  BID FORM

Project & Contract Identification:
RFP-2023-09 “TOWN OF WYTHEVILLE WASTEWATER SLUDGE REMOVAL”

This bid is submitted to the Town of Wytheville (hereinafter called OWNER”)

1.0 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2.0 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (10) days after the date of OWNER’s Notice of Award.

3.0 In submitting this Bid:
   a) BIDDER represents, as more fully set forth in the Agreement, that a complete set of contract documents and addendum were utilized in the preparation of this bid. BIDDER has familiarized itself with the nature and extent of the contract documents, work, site, locality, all local conditions and laws and regulations that in any manner may affect cost., progress, performance or furnishing of the work.
   b) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents and assumes responsibility for the accurate location of Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
   c) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

**Note:** Any reference to “Engineer” in these documents will mean the Town of Wytheville Engineer as its representative.

4.0 Bidder by issuing this bid form to the Town of Wytheville guarantees completion of the work on or before the date indicated in Section 2.0 of the Request for Proposal found on page 2 of this document for the following price(s)

**Bid Schedule:**

Bidder agrees to perform all work described in the Technical Specifications for the following price(s).

**Base Bid:**

*CONTRACTOR SUPPLIES CONTAINERS – SLUDGE BOXES WITH LINERS and all appurtenances for removal*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sludge Removal</td>
<td>Tons</td>
<td>per ton</td>
<td>1400 tons (approx.)</td>
</tr>
</tbody>
</table>

**TOTAL PRICE**

<table>
<thead>
<tr>
<th>Figures</th>
<th>Words</th>
</tr>
</thead>
</table>

Landfill cost will be billed as a separate line item on invoices and will reflect the current rate per ton charged by the landfill.

**Submitted by:**

Contractor

<table>
<thead>
<tr>
<th>VA Registration Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address of Contractor</th>
</tr>
</thead>
</table>
(Amounts shall be shown in words and figures. In case of discrepancy, the amount shown in words shall govern.)

5.0  Bidder agrees that the Work for all contracts will be substantially completed within thirty (30) calendar days after the date when the Contract Time commences to run, but no later than Friday November 18th, 2022, submittal of final invoice to be issued for final payment preparation shall be issued on or before December 2nd, 2022 or within forty-five (45) calendar days after the date when the Contract Time commences to run whichever comes first.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6.0  The following documents are attached to and made a condition of this Bid:

   a.  Required Bid Security as discussed in Instructions to Bidders.

7.0  Communications concerning this Bid shall be addressed to:

    Billy J. Anderson, Engineer/Land Surveyor

    (276)223-3434
I certify that the firm signing this bid and registered under that name is legally qualified to perform all work included in the scope of the contract as determined by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors in Granting the Registration.

Submitted on: _______________, 2022

Respectfully Submitted

License No. __________________________

Designated Representative: __________________________________________________________

Name, printed ___________________ Title ___________________

____________________________________________________

Signature

Date: __________________________

Company Name: _________________________________________________________________

Company Address: ______________________________________________________________

Witness: __________________________ Date __________________________

NOTE: If BIDDER is a corporation, write state where incorporated under signature and affix seal; if a partnership, give full name of all parties.

End of Attachment C    Bid Form
ATTACHMENT D  BID BOND FORM

1.0  BIDDER (Name and Address):

______________________________________________________________________

______________________________________________________________________

2.0  SURETY (Name and Address of Principal Place of Business):

______________________________________________________________________

______________________________________________________________________

3.0  OWNER (Name and Address):

______________________________________________________________________

______________________________________________________________________

4.0  BID

BID DUE DATE: ____________________________

PROJECT (Brief Description Including Location):

______________________________________________________________________

______________________________________________________________________

5.0  BOND

BOND NUMBER: ____________________________

DATE: (Not later than bid due date): ____________________________

PENAL SUM: _____________________________________________

( Words)  (Figures)
IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

Bidder’s Name and Corporate Seal

By: __________________________
Signature and Title

Attest: __________________________
Signature and Title

SURETY

Surety’s Name and Corporate Seal

By: __________________________
Signature and Title

(Attach Power of Attorney)

Attest: __________________________
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.


1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   a) OWNER accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents or,
   b) All bids are rejected by OWNER, or
c) OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

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

Name of Bidder/Offeror: ____________________________________________________________

Indicate N/A if there is no proprietary/confidential information in the proposal__________

If there is proprietary/confidential information, complete the table below. Additional sheets can be added if needed.

<table>
<thead>
<tr>
<th>SECTION/TITLE OF THE CONFIDENTIAL INFORMATION</th>
<th>PAGE NUMBER(S)</th>
<th>REASON(S) FOR WITHHOLDING FROM DISCLOSURE</th>
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End of Attachment E  Proprietary/Confidential Information Form
Pursuant to Code of Virginia 2.2-4311.2 (B) A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. Any bidder or offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his the designee or by the Chief Executive of a local governing body. A link to the SCC site is at http://www.scc.virginia.gov.

Select one (1) of the choices with an X.

The undersigned Offeror is:

_____ a corporation or other business entity with the following SCC identification number: ___________

_____ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

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

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

_____ an entity which has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The Town reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: ___________________________ Date: ___________________________

Name: ______________________________ Title: ______________________________
(Print)

Name of Firm on SCC License:
__________________________________________________________________________

End of Attachment F State Corporation Commission (SCC) Form
The Town of Wytheville is committed to an equitable and fair procurement process. Procurement policy prevents collusion as it relates to the development of procurement documents.

I hereby certify that I am the offeror or a partner of the offeror, or an officer or employee of the offeror’s corporation with authority to sign on its behalf and I certify that the following statements are true.

(1) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition; and

(2) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and

(3) That I have fully informed myself regarding the accuracy of the statements made in this statement.

Signature: _______________________________ Date: ____________

Name: _______________________________ Title: _______________________________

(Print)

Name of Firm: _______________________________
ATTACHMENT H  INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

a. **Workers’ Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Town of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the contract shall be in noncompliance with the contract. § 2.2-4332 and 65.2-800 et seq. *Code of Virginia*

b. **Employer’s Liability** - $1,000,000 bodily injury by accident/$1,000,000 bodily injury by disease policy limit/$1,000,000 bodily injury by disease each employee.

c. **Automobile Liability Insurance** with limits of $1,000,000. Coverage symbol 1, Best Rating of A-.

d. **Commercial General Liability** - $1,000,000 combined single limits. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The “Town of Wytheville, Virginia, its Officers, agents, and employees” shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County’s insurers.

e. **Professional Liability** – limit of $1,000,000.

f. **Builders Risk Coverage.** Replacement cost basis for the duration of the contract.

Upon Request, the Town may require two (2) documents of insurance coverage:

1.) Certificate of Insurance (COI) for the Town of Wytheville. COI must show the Additional Insured Status.

2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

**BIDDER/OFFEROR STATEMENT**

*I understand the Insurance Requirements and will comply in full if awarded this contract.*

Signature: ________________________________ Date: ______________

Name: ________________________________ Title: ________________
(Print)

Name of Firm: ________________________________
The firm is required to show proof of a business license and proof of any professional licenses required to operate in the Commonwealth of Virginia.

In accordance with the Wytheville Town Code, Section 7-19, “It shall be unlawful and shall constitute a misdemeanor for any person to conduct a business, or to engage in a profession, trade or occupation within the municipality, without first procuring a license as required under the provisions of this article.”

This clause pertains to all businesses that physically locate an office in the town and/or any contractors who perform work in the town. This clause does not pertain to professional services when a home office is in another jurisdiction.

If chosen and prior to the award of a contract, a firm which is required to obtain a Town of Wytheville Business License will be required to submit a copy of the license. More information regarding The Town of Wytheville Business License is available at the Treasurer’s Office or by visiting https://www.wytheville.org/business.

Name of Firm and Town of Wytheville Business License Number: (Indicate N/A if not applicable)

If the firm’s home office is located in another jurisdiction, it may be required to have a business license from the jurisdiction in which it is located. Complete the information below or indicate N/A:

Name of Firm: __________________________ Locality: __________________________ Business License Number: __________________________

Other Required License(s):

***List any other professional licenses which may be required to conduct this business in the Commonwealth of Virginia. List in the space below. Indicate N/A if this is not applicable to the scope of work.

End of Attachment J Business License & Professional License Form
No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform it’s employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

Drug-Free Workplace Certification.
The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Town within ten (10) days after receiving actual notice that the Contractor or an employee of
the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

_______________________  ____________
Signature                Date

End of Attachment L      Drug-Free Work Place Form
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the ______ day of _______ in the year 2023 by
and between ________Town of Wytheville, VA____ (hereinafter called OWNER) and
(herein called the CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set
forth, agree as follows:

1.0 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract
Documents. The Work is generally described as two divisions as follows:

Provide labor, sludge boxes, liners, equipment, materials and any appurtenances
necessary for the disposal and hauling of sludge from the Town of Wytheville Waste
Water Plant to the New River Resource Authority landfill located at 7100 Cloyd's
Mountain Road, Dublin, Virginia.

2.0 ENGINEER

The Town Engineer is to act as OWNER's representative, assume all duties and
responsibilities and has the rights and authority assigned to ENGINEER in the Contract
Documents in connection with completion of the Work in accordance with the Contract
Documents.

3.0 CONTRACT TIME

The Work for the contract will be performed between April 10, 2023 and April 8, 2024
with the option to extend the contract for up to three (3) one (1) year extensions.

4.0 CONTRACT PRICE

   a) OWNER shall pay CONTRACTOR for the Work in accordance with the
      Contract Documents in current funds as follows:

   b) Monthly Invoices @ tonnage _________ price per ton – proof of tonnage by
      providing weight tickets from NRRAS.

   c) (Amounts shall be shown in words and figures. In case of discrepancy, the
      amount shown in words shall govern.)
6.0 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment once a month by the first of each month. Applications for Payment will be processed by ENGINEER and payment made within fifteen (15) days. Payment will only be for the amount of work done.

6.0 INTEREST

N/A

7.0 REPRESENTATIVES

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

a) CONTRACTOR has familiarized itself with nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

b) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the ENGINEER is acceptable to CONTRACTOR.

8.0 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

a) This Agreement (pages 1 to __ 4 __, inclusive).

b) Performance and other Bonds.

c) Notice of Award.

d) Specifications

e) Fuel Adjustment Worksheet Sample

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

9.0 MISCELLANEOUS

a) OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

b) Fuel price at time of contract signing shall be considered the base price for fuel. The base price for fuel at the time of signing this contract is $to be determined/gallon for diesel fuel. Prices shall be taken from the VDOT website:

https://www.virginiadot.org/business/const/indices-prevopadjfuel.asp

as described in the specifications. Increases/decreases will only be made if there is a change in price of no less than five (5) cents. Increase/decrease price will be applied per ton.
IN WITNESS WHEREOF,

OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _________________, 20____.

OWNER____ Town of Wytheville, VA____ CONTRACTOR__________________________

Contractors Address:_____________________________________________________

_____________________________________________________________________

By__________________________________________ By________________________________

T. Brian Freeman, Town Manager

(Corporate Seal) (Corporate Seal)

Attest_________________________ Attest_________________________

Address for giving notices Address for giving notices

P.O. Box 533

Wytheville, VA 24382

(If OWNER is a public body, attach authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. __________________________

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

End of Standard Form of Agreement
NOTICE OF AWARD

Dated____________________

TO__________________________________________________________

(BIDDER)

ADDRESS_______________________________________________________

_________________________________________________________________

Contract:  RFP-2023-09 “TOWN OF WYTHEVILLE WASTEWATER SLUDGE REMOVAL”

(Insert name of Contract as it appears in the Bidding Documents)

Project:  RFP-2023-09 “TOWN OF WYTHEVILLE WASTEWATER SLUDGE REMOVAL”

OWNER’s Contract No. ____________________________________________

_______________________________________________________________

You are notified that your Bid dated____________________, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for paving and milling streets within the Town of Wytheville for the project indicated above

_______________________________________________________________

(Indicate total Work, alternates or sections or Work awarded)

_______________________________________________________________

The Contract Price of your contract is {written}________________________

_______________________________________________________________

{numerical) $ ______________________

n/a copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. n/a sets of the Drawings will be delivered separately or otherwise made available to you immediately.

_______________________________________________________________

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by ______________________(date).

1. Deliver to the OWNER three (3) fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature.]

2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders.
3. (List other conditions precedent).

Please supply up to date Certificate of Insurance

Also, Performance Bond and Payment Bond.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Contract Documents.

________________________________________
Town of Wytheville, Virginia

(OWNER)

BY: _______________________________________

(AUTHORIZED SIGNATURE) T. Brian Freeman

________________________________________
Town Manager

(TITLE)

Copy to ENGINEER (N/A)

(Use Certified Mail, Return Receipt Requested)
NOTICE TO PROCEED

TO: ________________________________________________________________

(CONTRACTOR)

ADDRESS: __________________________________________________________________

______________________________________________________________

Contract: RFP-2023-09 “TOWN OF WYTHEVILLE WASTEWATER SLUDGE REMOVAL”

(Insert name of Contract as it appears in the Contract Documents)

Project: _RFP-2023-09 “TOWN OF WYTHEVILLE WASTEWATER SLUDGE REMOVAL”

OWNER’S CONTRACT NO. __n/a__________________________

You are notified that the Contract Time under the above contract will commence to run on ____________, by that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Substantial Completion is _____________ and the date of readiness for final payment is ________________.

Before you may start any Work at the Site, you and OWNER must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must

(add other requirements)

Notify appropriate Town of Wytheville staff of proposed paving itinerary to allow adequate scheduling as needed for local events and obligations.
Town of Wytheville, VA
(OWNER)

By: ____________________________
(AUTHORIZED SIGNATURE) T. Brian Freeman

Town Manager
(TITLE)

Copy to ENGINEER (Town Engineer)

F. Trevor Hackler

End of Notice to Proceed
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

__________________________________________  ____________________________________________
CONTRACTOR (Name and Address)       SURETY (Name and Address of Principal
Place of Business):

__________________________________________
OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:__________________

Amount:__________________

Description (Name and Location):________________________________________________________

BOND

Date (Not earlier than Contract Date):______________________________________________

Amount:_______________________________________________________________

Modifications to this Bond Form:___________________________________________________

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

__________________________________________  ____________________________________________
CONTRACTOR AS PRINCIPAL       SURETY
Company: (Corp. Seal) Company: (Corp. Seal)

Signature:__________________  Signature:__________________
Name and Title:              Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)
CONTRACTOR AS PRINCIPAL SURETY

Company: (Corp. Seal) Company: (Corp. Seal)

Signature: ___________________________ Signature: ___________________________
Name and Title: Name and Title:
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

   3.1. The OWNER has notified the CONTRACTOR and the Surety at its address described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

   3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

   3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

      3.3.1 The Surety in accordance with the terms of the Contract;

      3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

   4.2. Undertake to perform and complete the Contract itself., through its agents or through independent contractors; or

   4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's Default; or
4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.

1. After investigation, determine the amount for which it may be liable to the OWNER and as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To the limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the 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 Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the 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 or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract 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.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

________________________________________________________________________

CONTRACTOR (Name and Address)  SURETY (Name and Address of Principal Place of Business):

________________________________________________________________________

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date: ____________________

Amount: ____________________

Description (Name and Location): ____________________________________________

BOND

Date (Not earlier than Contract Date): ________________________________

Amount: ________________________________

Modifications to this Bond Form: __________________________________________

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

________________________________________________________________________

CONTRACTOR AS PRINCIPAL  SURETY

Company: ______________________  (Cpr. Seal)  Company: ______________________  (Cpr. Seal)

Signature: ______________________  Signature: ______________________

Name and Title: ______________________  Name and Title: ______________________

(Attach Power of Attorney)
(Space is provided below for signatures of additional parties, if required.)

**CONTRACTOR AS PRINCIPAL SURETY**

<table>
<thead>
<tr>
<th>Company:</th>
<th>(Corp. Seal)</th>
<th>Company:</th>
<th>(Corp. Seal)</th>
</tr>
</thead>
</table>

| Signature:_________________________ | Signature:_________________________ |
| Name and Title: | Name and Title: |
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
   a) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   b) Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:
   a) Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the address described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
   b) Claimants who do not have a direct contract with the CONTRACTOR:
      i. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
      ii. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly; and
      iii. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by Paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety’s expense take the following actions:
a) Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amount that are disputed.

b) Pay or arrange for payment of any undisputed amounts.

7. The Surety’s total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER’s priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants, or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract 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.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS
a) Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

b) Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

c) OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

End of Payment Bond
VPDES PERMIT NUMBER: VA0020281
SLUDGE DISPOSAL ROUTE

TOWN OF WYTHEVILLE WASTEWATER TREATMENT PLANT
WYTHEVILLE, VIRGINIA