

TOWN OF STRASBURG
174 East King Street
Strasburg, Virginia 22657
www.strasburgva.com
PH: 540-465-9197
FAX: 540-465-3252



**REQUEST FOR PROPOSALS
NSBP PHASE 1 30% DESIGN
RFP # TOS-11-2017
November 1st, 2017**

Design and Cost Estimate for Roadway and Utility Construction
Northern Shenandoah Business Park (NSBP)

SECTION I: GENERAL

The Town of Strasburg is seeking proposals from qualified consulting engineering firms who wish to be considered to provide professional engineering services for the following project:

Professional engineering services to prepare a 30% design and accurate cost estimate for the extension of Borden Mowery Drive from its current termination to intersect Radio Station Road on an alignment that generally parallels the Columbia Gas Transmission Lines, the installation of 4,400 linear feet of water main line, and the installation of 1,200 linear feet of sanitary sewer main line, on similar alignments as shown in **Exhibit A**. The selected firm will ensure the deliverables account for a proposed construction and/or installation that is in conformance with all relevant Virginia Department of Transportation and Town of Strasburg specifications relevant to this project.

SECTION II: INSTRUCTIONS TO OFFERORS

1. The Town of Strasburg (the Town) is soliciting proposals for the goods or services specified below and in accordance with all SECTIONS of this Request for Proposals (RFP).
2. All proposals shall be submitted by 4:00 P.M. on November 21st, 2017. Proposals may be delivered to the Town of Strasburg, Town Manager, 174 East King Street, Strasburg, VA 22657, or emailed to wpearson@strasburgva.com. It is the Offeror's responsibility to confirm that all proposals are received by the Town of Strasburg prior to the time stated above. It is staffs preference to receive both an emailed PDF, and 4 hard copies of each proposal.

3. Offerors shall submit a total cost that is directly associated with their proposal's approach to the project.
4. The Town reserves the right to negotiate with the chosen offeror for the delivery of 100% plans.
5. All responses to questions will be provided to all interested offerors.
6. Proposals received after the deadline will not be accepted.
7. The Offeror must provide all exceptions to this Request for Proposals in writing, to be included with the documentation submitted.
8. Address all inquiries and correspondence regarding this RFP to:

Wyatt Pearson
Town Manager
[Email: wpearson@strasburgva.com](mailto:wpearson@strasburgva.com)
Phone: 540-465-9197
FAX: 540-465-3252

9. Pursuant to Virginia Code § 2.2-4311.2 each Bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its Bid its Virginia State Corporation Commission (SCC) Identification Number. Any Bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its Bid or proposal a statement describing why the Bidder or offeror is not required to be so authorized.

Offerors should complete the following:

- A. _____ Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such Offeror's SCC Identification Number is _____.
- B. _____ Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such Offeror's SCC Identification Number is _____.
- C. _____ Offeror does not have an Identification Number issued to it by the SCC and such Offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need more space to explain why such Offeror is not required to be authorized to transact business in Virginia.

9. On site meetings will be scheduled with potential Offerors as requested to review the project.
10. Each Offeror shall include the name of at least three commercial references for similar work, including the name and telephone number of a contact at the referenced company.

OFFEROR INFORMATION:

The Offeror should complete this section entirely.

CERTIFICATION: IN ACCORDANCE WITH THIS REQUEST FOR PROPOSALS AND SUBJECT TO ALL TERMS AND CONDITIONS IMPOSED HEREIN AND IN ATTACHMENTS, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ITEM(S) FOR THE PRICE(S) OFFERED, AND CERTIFIES THAT HE OR SHE IS AUTHORIZED TO MAKE SUCH AN OFFER.

| | | | |
|---|------------------|---|--------------------------------------|
| FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number) | | FEDERAL TAXPAYER NUMBER (ID#) | CALENDAR DAYS FOR PROJECT COMPLETION |
| BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name) | | FEDERAL TAXPAYER NUMBER (If different than ID# above) | TERMS NET 60 |
| PURCHASE ORDER or NOTICE TO PROCEED ADDRESS | | PAYMENT ADDRESS | |
| CONTACT NAME/TITLE (PRINT) | | SIGNATURE (IN INK) | DATE |
| E-MAIL ADDRESS | TELEPHONE NUMBER | TOLL FREE TELEPHONE NUMBER | FAX NUMBER |

SECTION III: PURPOSE

The intent and purpose of this sealed Request for Proposals (RFP) is to establish a Contract with a qualified Firm to prepare preliminary designs that will allow the Town of Strasburg to accurately apply for bond funding, as well as more effectively compete for transportation funding grant programs.

SECTION IV: CONTRACT PERIOD

The initial term of the Contract shall be from execution until satisfactory completion of the project. The Town expects that this work should take no longer than 30 calendar days. Upon award of a contract, the Town and the awarded Firm shall establish a timeline for completion.

SECTION V: SCOPE OF WORK

Offerors should provide a plan and price to complete the following:

A. GENERAL DESCRIPTION:

1. Land Surveying and preparation of Right-of-Way and easement plats for the road extension, water and sewer mains, and the extension of a gas service main west from Radio Station Road.
2. 30% Design for the extension of Borden Mowery Drive to intersect Radio Station Road.
3. 30% Design for the installation of 4,400 Linear Feet of water main line to parallel Borden Mowery Drive extended and connect to the water main on Radio Station Road.
4. 30% Design for the installation of 1,200 Linear Feet of sewer main line to provide sewer service to Tax Map 016 04 001B.
5. Accurate cost estimates for the services necessary to provide all engineering services necessary to produce 100% plans, final bid documents, construction plans, assistance with prequalification of potential bidders, bidding assistance, bid evaluation, and construction management services.
6. Accurate cost estimates of the anticipated total construction cost itemized for the extension of Borden Mowery Drive and the water and sewer main line installations.

B. CONTRACTOR'S RESPONSIBILITY:

1. Contractor must be in good standing with the Town of Strasburg and must be in compliance with all Commonwealth of Virginia Codes and Laws as well as all Town Codes and Ordinances.
2. Contractor shall maintain an appropriate business license and certificates of insurance as required by the Town of Strasburg throughout the term of the Contract.
3. The successful Offeror shall be required to submit, within seven (7) calendar days after the request by the Town, certificates of insurance for required General Liability, Workers' Compensation, and other insurance coverage, and a copy of valid business license,
4. Contractor shall obtain all required permits related to this project and any other permits that may be necessary.
5. Contractor shall comply with all applicable Federal, State, and local laws, regulations and rules, including, without limitation, all OSHA and other laws and regulations governing protection of employees performing the Work and others as well as all requirements of the Town of Strasburg's Codes, and shall obtain and maintain all licenses, certificates, and permits necessary to perform the Work and shall maintain all such licenses and permits as may be required by Federal, State, and local agencies during the term of the Contract.
6. Safety: The Contractor should follow best industry practices including the use of Personal Protective Equipment (PPE) while performing operations for the optimal safety and welfare of all personnel working on the sites. Information about required Personal Protective Equipment (PPE) can be found on the Occupational Safety and Health Administration website (www.osha.gov). The Contractor shall ensure the safety of all by-standers within or near the worksite.
7. The Contractor shall be required to obtain and maintain comprehensive General Liability Insurance in the amount of \$1,000,000.00 as well as statutory Workers Compensation and Employer's Liability Coverage as described in the Terms and Conditions of this solicitation.
8. Performance of work:
 - a. Contractor shall protect adjoining property and the property of the Town of Strasburg from any and all damage caused by the Contractor's operations. The Contractor shall carry on the operations in such a manner so as not to damage the existing utilities, ground areas, driveways, fences, trees or other portions of the property. In the event that damage occurs to any portion of the property or obstacles on the property during operations, the Contractor shall replace or repair same at its own cost and expense in like kind and at the direction of the Contract Administrator, or his designee, at no additional expense to the Town of Strasburg. If damaged property resulting from the Contractor's operations has to be repaired by the Town

of Strasburg, the cost of such work and repair shall be deducted from the Contractor's payment.

- c. Any damage to utilities shall be immediately reported to the Town of Strasburg and the Contract Administrator or his designee.
 - d. Subcontractors: A qualified representative of the Contractor shall be present at all times when any Work is in progress. The qualified representative shall be duly authorized to receive and execute orders of the Town of Strasburg.
 - e. Contractor agrees that all Work shall be completed in a good and timely manner and that time is of the essence for completion of this Contract. Contractor shall notify the Town of Strasburg at least two business days in advance of the date it desires to begin any Work and must coordinate all Work in advance with the Contract Administrator, or designee.
11. Equipment: Contractor shall furnish all equipment, which is reasonably necessary to perform the Work in accordance with the specifications contained herein. All equipment used must be supplied by Contractor, shall meet and be used and operated in accordance with all federal, state, and local requirements, and shall be of sufficient type and size and in good and safe condition as is necessary to meet the requirements of the Work. Contractor warrants that such equipment shall be of such type as to cause no hazard or reasonably foreseeable danger to the Town of Strasburg employees, members of the public, or property of the Town of Strasburg or its tenants.

C. SPECIFICATIONS:

1. GENERAL

- a. All design work shall be in compliance with the Town of Strasburg Code, Unified Development Ordinance, and Technical Design Manual.
- b. This Work is to be designed to be compliant with the most current edition of the VDOT Road and Bridge Standards as amended by contract provisions and these documents.

2. OPERATIONS

- a. Prior to entering upon any private property in order to perform the work described herein, the awarded firm shall obtain written permission from the owner of said property, and furnish such to the Town of Strasburg.

SECTION VI: INVOICES

Payment for this project shall be remitted as a lump sum payment per the payment terms in Section IX, Terms and Conditions, General Terms and Conditions after the project is completed and accepted by the Town of Strasburg. Invoices for services provided for any Contract resulting from this solicitation shall be submitted to:

Town of Strasburg
Attn: Wyatt Pearson
Town Manager
174 East King Street
Strasburg, Virginia 22657

SECTION VII: CONTRACT ADMINISTRATION

- A. The Town's Town Manager, or designee shall be identified as the Contract Administrator and shall use all powers under the Contract to enforce its faithful performance.

- B.** The Contract Administrator, or designee, shall determine the amount, quantity, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this Contract. Any modifications made, must be authorized by the Town of Strasburg Town Manager as a written amendment to the Contract.
- C.** The Contract Administrator may elect to designate a representative for the Town of Strasburg as a primary contact for inspections and correspondence with the Contractor. The Contract Administrator will provide the contact information to Contractor once a Contract is awarded and executed.
- D. REFERENCES:**

Offerors must provide at least 3 references for services provided to customers similar to Town of Strasburg. (Attach additional sheets if necessary):

| Reference Name | Address | Phone # | Contact Person | Nature of Contract | Date Completed |
|----------------|---------|---------|----------------|--------------------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |

F. WORKER'S COMPENSATION CERTIFICATE OF COVERAGE

COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION

Certificate of Coverage

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

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

This form must be returned to the organization contracting the work.

The undersigned organization stipulates that it:

- A.** has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia Yes _____ No

Insurance Company _____

Policy expiration date _____ or,

- B.** is self-insured for workers' compensation _____ Yes.

Title of Construction Contract:

PROJECT:

Contract Number: _____

Signed by: _____

Title: _____

Firm Name: _____

Address: _____

SECTION VIII: TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

- A. Acceptance of Proposals:** Unless otherwise specified, all Proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving Proposals. At the end of the 60 calendar days, if no award has been made, the Proposals may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- B. Deliverables:** All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the consultant pursuant to this project shall be the property of the Town of Strasburg.
- C. Anti-Discrimination:** By submitting their Proposals, Offerors certify to the Town of Strasburg that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - 2. The Contractor will include the provisions of 1. above in every sub-Contract or purchase order over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.
- D. Antitrust:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Town of Strasburg all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Strasburg under said Contract.
 - E. Applicable Laws and Courts:** This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia with jurisdiction within the County where the work is to be performed or in the United States District Court for the Western District of Virginia, Harrisonburg, Virginia. The Contractor shall comply with federal, state and local laws and regulations.
 - F. Assignment of Contract:** A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Town of Strasburg.
 - G. Availability of Funds:** It is understood and agreed between the parties herein that the Town of Strasburg shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
 - H. Changes to the Contract:** Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. The Town of Strasburg may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Strasburg a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. 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 of Strasburg's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Town of Strasburg with all vouchers and records of expenses incurred and savings realized. The Town of Strasburg shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Strasburg within thirty (30) days from the date of receipt of the written order from the Town of Strasburg. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Town of Strasburg or with the performance of the Contract generally.
- I. Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Town of Strasburg, Town Manager, 174 East King Street, no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A Contractor may not institute legal action prior to receipt of the Town of Strasburg's decision on the claim, unless it fails to render such decision within sixty (60) days. Failure of the Town of Strasburg to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the Town of Strasburg's failure to render a decision within sixty (60) days shall be the Contractor's right to institute immediate legal action. The decision of the Town of Strasburg shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
- J. Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Town no later than three (3) working days before the due date. The Offeror may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the Town.
- K. Debarment Status:** By submitting their Proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia or the Town of Strasburg from submitting Bids or proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- L. Default:** In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Town of Strasburg, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to

any other remedies which the Town of Strasburg may have. In addition, the Town of Strasburg reserves the right to cancel any orders placed that are not delivered by the date specified in the Request for Proposals.

- M. 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 sub-Contract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor. 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.
- N. Ethics in Public Contracting:** By submitting their Proposals, Offerors certify that their Bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or sub-Contractor in connection with their Bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- O. Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986. The Contractor shall maintain complete documentation on employees including the I-9 form required by the U.S. Department of Citizenship and Immigration Services, and supporting documentation including permanent resident alien VISA, temporary alien VISA, or other forms of appropriate documentation as identified by the I-9 form, and to furnish these documents to the Town of Strasburg, at any time upon request, for any employee working on projects in accordance with the scope of the work involved in this or other Contracts with the Town of Strasburg.
- P. Indemnification:** Contractor agrees to indemnify, defend and hold harmless the Town of Strasburg and the Commonwealth of 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 and 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 of Strasburg or failure of the Town of Strasburg to use the materials, good, or equipment in such manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Q. Late Bids:** To be considered for selection, proposals must be received by the Town of Strasburg Town Manager, 174 East King Street, Strasburg, Virginia 22657, by the designated date and hour. Bids received in the Town of Strasburg Town Managers Office after the date and hour designated are automatically disqualified and will not be considered. The Town of Strasburg is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the Offeror to ensure that its Proposal reaches the Town of Strasburg Town Managers Office by the designated time and hour.
- U. Nondiscrimination of Contractors:** A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. Payment:**

 - 1. To Prime Contractor:**

 - a.** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the Town of

Strasburg or state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 60 days will be regarded as requiring payment 60 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 60 days, however.
- c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

W. Precedence of Terms: The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF TOWN OF STRASBURG FORM AND TERMS AND CONDITIONS, PAYMENT, VENDORS MANUAL shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

Y. Supremacy Clause: Notwithstanding any provision in the Offeror's response to the contrary, the Offeror agrees that the terms and conditions contained in the Town of Strasburg's Bid prevail over contrary terms and conditions contained in the Offeror's response.

Z. Testing and Inspection: The Town of Strasburg reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications

SPECIAL TERMS AND CONDITONS

3. Cancellation:

A. For Cause

The Town of Strasburg may cancel and terminate this Contract upon written notice to Contractor whenever Town of Strasburg determines, in Town of Strasburg's sole and exclusive discretion, that Contractor's services fall below the quality of services generally provided by others for similar types of services, or Contractor has failed to perform in accordance with this Contract. Prior to any such cancellation and termination, Contractor shall be given written notice and five (5) days to cure such failures. Default by Contractor hereunder shall constitute a basis for determining for future Contracts that Contractor is not a responsible Offeror and for Town of Strasburg to refuse to award such future Contracts to Contractor. In the event that Contractor defaults in the performance of any of the terms, conditions or agreements contained in this Contract, and/or the Town of Strasburg places the enforcement of all or part of this Contract in the hands of an attorney for enforcement, including the filing of a suit upon the same, Contractor agrees to pay all of the Town of Strasburg's reasonable attorney's fees and costs related to any such proceeding.

B. Without Cause

The Town of Strasburg may cancel this Contract without cause at any time upon five (5) days advance written notice, and may stop any or all Work at any time during the five day period, provided that Contractor shall be paid for all work satisfactorily completed on or before the effective date of the cancellation, as determined by the Town of Strasburg, in its sole and exclusive discretion.

4. Duplicate Copies: Contract resulting from this solicitation may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

7. Insurance:

A. Liability Coverage

Prior to execution of this Contract by the Town of Strasburg, the Contractor shall obtain and provide the Town of Strasburg with evidence in form acceptable to the Town of Strasburg of commercial comprehensive general public liability occurrence-type insurance that includes Contractual liability as well as products and completed operations insurance and automobile liability naming Contractor as insured and its employees as well as the Town of Strasburg and its officials, officers, agents, and employees, as additional insured, providing coverage against any and all claims and demands made by any person or persons whomsoever for injuries or death or property damage incurred in connection with or arising out of the Work performed hereunder and including Contractual liability coverage for the indemnity and other terms and conditions of this agreement, which policies shall provide limits of not less than \$1,000,000.00.

B. Workers' Compensation

Prior to execution of this Contract by Town of Strasburg, the Contractor shall obtain and provide the Town of Strasburg with evidence in form acceptable to the Town of Strasburg of statutory Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in the Work, and Contractor shall maintain such coverage during the term of the Contract.

C. Insurance Not To Be Limit on Liability

Contractor covenants and agrees that the insurance coverage required under this agreement shall in no way be considered or used in any manner as a limit or cap of any kind on any liability or obligation that Contractor may otherwise have, including without limitation, liability under the indemnification provisions contained herein.

8. Safety: Contractors working in the Town of Strasburg must maintain an adequate safety program to insure the safety of Contractor employees, sub-Contractor employees, all other individuals working under this Contract, Town of Strasburg employees, and the general public. The Occupational Safety and Health Administration (OSHA) provides for safety and health protection for employees on the job. The Contractor is required to comply with OSHA standards.

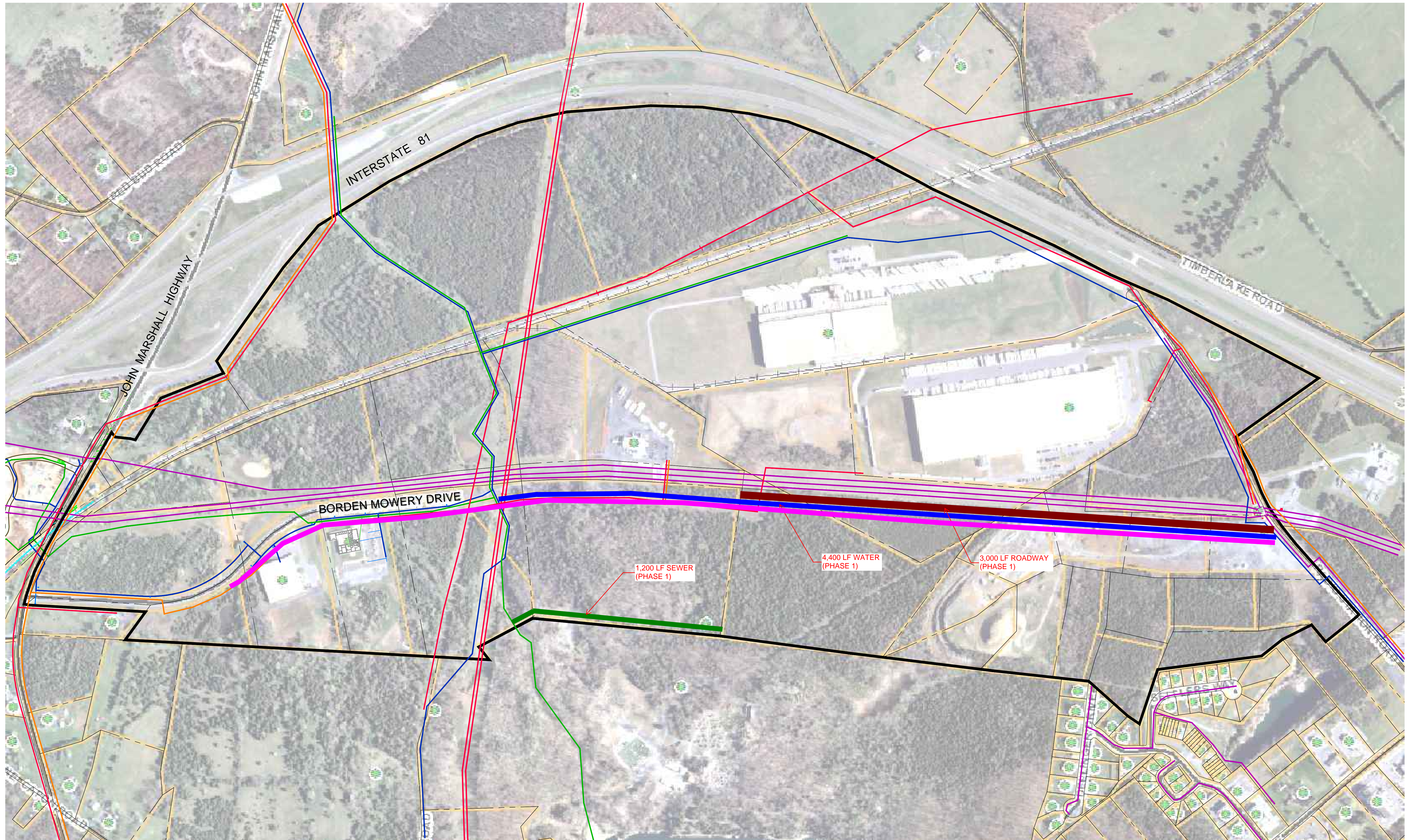
9. Severability: Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be binding upon the parties hereto, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid or enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10. Survival: All representations, agreements, covenants, and indemnifications made in or given by Contractor in this Contract shall survive the completion of all services under this Contract and the termination of this Contract for any reason.

11. Warranty (Commercial): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Town of Strasburg by any other clause of this solicitation. A copy of this warranty must be furnished with the Bid.

12. Work Site Damages: Any damage to existing utilities, equipment, finished surfaces, or other property resulting from the performance of this Contract shall be repaired to the Town of Strasburg's satisfaction at the Contractor's expense. Any damages or injuries must be reported to the Town of Strasburg immediately.

Exhibit A: NSBP Phase 1 Utility and Road Locations



LEGEND

| | |
|-------------|-------------|
| WATER | Blue line |
| SEWER | Green line |
| GAS | Purple line |
| ELECTRIC | Red line |
| PHONE/CATV | Orange line |
| FIBER OPTIC | Orange line |

| | |
|----------------|-------------|
| PROPOSED WATER | Blue line |
| PROPOSED SEWER | Green line |
| PROPOSED GAS | Purple line |
| EASEMENT | Red line |
| PROPOSED ROAD | Brown line |

ORIGINAL PREPARED BY:
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