



CITY OF BRISTOL, VIRGINIA

INVITATION TO BID

**APPLICATION AND REMOVAL
OF
STREET PAVEMENT MARKINGS**

ITB PW-25-005

**Issue Date
May 13th, 2024**

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SECTION ONE

1.1 Purpose

The City of Bristol, Virginia is requesting sealed bids for the application and removal of pavement markings in accordance with the City's specifications.

1.2 Scope

This document contains general information relating to the evaluation process, selection criteria and mandatory requirements that must be addressed for a bid to receive consideration.

1.3 Closing Date and Time

The sealed bid must be received by the Office of the Procurement Specialist not later than 2:00 p.m. on **Friday May 24, 2024, with bids received by that time publicly opened at 2:00 p.m. at City Hall, 300 Lee Street, Bristol, Virginia.** Bids will not be received after this date and time. Bids submitted by facsimile or email will not be accepted. The completed and signed bid form should be returned in an envelope or package, sealed and addressed as follows:

Purchasing Dept., Procurement Specialist
City Hall
300 Lee Street
Bristol, Virginia 24201

Must be clearly marked on the outside envelope:
"Bid on Application and Removal of Pavement Markings
Due Date: **Friday May 24, 2024 at 2:00 pm**

1.4 Inquiries

It is the responsibility of the bidder to inquire and clarify any requirement that is not understood. All verbal questions are discouraged. The City will not be bound by verbal responses to questions. All inquiries concerning this request for sealed bid should be submitted in writing to Michael Maine, Operations Manager, 2515 Valley Drive, Bristol, Virginia 24201. Inquiries by email should be made to mmaine@bristolva.org.

1.5 Bid Evaluation

Evaluation of bids will be based on criteria set forth in this invitation.

The award will be made to the lowest responsive and responsible bidder, and evaluated by the aggregate total of all categories on the bid form.

1.6 Rejection of Bids

The City reserves the right to reject any and all bids, to waive informalities and to negotiate with the low bidder if the bid exceeds budgeted funds. Exceptions to the specifications may cause the bid to be deemed non-responsive and to be rejected as such.

SECTION TWO

2.1 General Instructions and Specifications

The City of Bristol, Virginia is requesting sealed bids from qualified contractors to provide services for application and removal of pavement markings in accordance with City specifications, the Bid and Contract Documents and with current editions of the following:

- A. Virginia Work Area Protection Manual
- B. Federal Highway Administration Manual on Uniform Traffic Control Devices
- C. Virginia Department of Transportation Road and Bridge Specifications, Road and Bridge Standards

The services and bid prices shall be valid through **June 30, 2025**

This Agreement may be renewed annually, although the total Term shall not to exceed three (3) consecutive years, on the first day of the City's fiscal year, provided that increases in the cost of materials or services that are the subject(s) of this Agreement do not exceed 3.5% at the time of such renewal.

The successful bidder shall be considered the prime contractor under the terms of the Agreement. For clarity, the prime contractor shall be indicated as the "Contractor" throughout the remainder of this section.

Contractor and subcontractor(s) shall meet all requirements for state and local registration and licensing commensurate with the value of their contract(s).

The Contractor or subcontractor is responsible for supplying all personnel, material and equipment necessary to prosecute the timely completion of the project.

The Streets Division, 2515 Valley Drive, Virginia 24201 shall be the City's designated agency to administer and inspect the project to certify compliance with these instruction and specifications. The City contact person in this regard shall be Michael Maine, Operations Manager, (276) 645-7360.

The City will periodically issue written notice of quantities, locations and schedules for the work that is to be performed by the Contractor. The amount of work issued under any written notice by the City shall equal a minimum value of \$1,000.00 unless Contractor agrees to perform work equal to a lesser amount. In advance of the Contractor arriving on any specific job sites, aerial imagery showing previous markings and/or minimal baseline locations to guide field layout of the work will be provided to the Contractor by the City.

The Contractor shall provide all flaggers, signage, traffic control and work zone safety measures for all scheduled work being performed beginning with the mobilization of the Contractor or

subcontractor on the project. The contractor will have at least one person on-site at each project certified in Basic Work Zone Traffic Control Training. All phases of this project shall be executed in accordance with the current editions of the Manual on Uniform Traffic Control Devices and the Virginia Work Area Protection Manual.

The contractor when painting longitudinal lines shall provide for the protection of those lines, to include the use of escort vehicles, until the paint is track-free by either: (a) the use of flaggers to eliminate all vehicular traffic from the area of the work zone; or (b) the placement and maintenance of traffic cones on the lines of wet paint. For transverse and message/symbol paint work, the contractor will provide adequate signage, cones, barricades, and other devices at the point of work to keep vehicular traffic off the wet paint until it is track-free.

Pursuant to requirements to protect work zones and surrounding areas, the contractor shall be responsible for all damages resulting from pavement marking operations, including paint damages to vehicles and properties.

2.1.1 Application and Removal of Pavement Markings. Work required for the project shall consist of application of pavement marking and removal of pavement markings. Separate unit price bid items are provided for the various types of materials and/or methods that are to be employed for the work and it is the intent of these specifications that all work will be awarded as a single contract. In order for a bid to be considered responsive, the **bidder shall submit pricing for all items listed on the Bid Form.** The successful bidder shall be determined on the basis of the Total Bid amount.

Application of Pavement Markings. The scope for this work is to apply pavement markings to selected street segments using different materials as specified. Categories for application of pavement markings are as follows:

1. Application of new painted pavement markings on new asphalt or hydraulic cement concrete pavement within 24 hours of paving, weather and curing conditions permitting.
2. Application of new hot-melt (not preformed) thermoplastic pavement markings on new asphalt or hydraulic cement concrete pavement within 24 hours of paving, weather and curing conditions permitting.
3. Application of new painted pavement markings on old unmarked asphalt or hydraulic cement concrete pavement; or application of new painted pavement markings over existing pavement markings (“refreshing”) on old marked asphalt or hydraulic cement concrete pavement within a 30-calendar day period, weather permitting.
4. Application of new hot-melt thermoplastic pavement markings on old asphalt or hydraulic cement concrete unmarked pavement; or over existing pavement markings (“refreshing”) on old marked asphalt or hydraulic cement concrete within a 30-calendar day period, weather permitting.

Descriptions of work for the above categories for application of pavement markings are as follows

Item No. 1: Application of New Paint on New Pavement. The Contractor will be given 72 hours notice that new pavement is scheduled for placement and that the Contractor shall be prepared to apply paint markings, including glass beads, within 24 hours of the completion of paving, weather and curing conditions permitting.

The contractor will be paid per linear foot for longitudinal and transverse lines of the widths listed on the Bid Form; and per each for messages and symbols of the types listed on the Bid Form. Markings will be applied in either white or yellow color, as appropriate, 15 mils thick above the plane.

Item No. 2: Application of New Hot-Melt Thermoplastic on New Pavement. The Contractor will be given 72 hours notice that new pavement is scheduled for placement and that the Contractor shall be prepared to install hot-melt thermoplastic markings, including beads, within 24 hours of the completion of paving, weather and curing conditions permitting.

The practice of applying temporary painted pavement markings until permanent hot-melt thermoplastic pavement markings can be applied will be permitted for longitudinal markings only as determined by the City. Such installation of temporary longitudinal painted pavement markings will be made at no cost to the City, and shall not relieve the Contractor of his responsibility to apply permanent markings in the time frame specified.

The contractor will be paid per linear foot longitudinal and transverse lines of the widths listed on the Bid Form; and per each for messages and symbols of the types listed on the Bid Form. Markings will be installed in either white or yellow color, as appropriate, 125 mils thick above the plane.

Item No. 3: Application of Painted Pavement Markings over Existing Pavement Markings (“Refreshing”). The Contractor will be given notice of locations requiring application of water-based traffic paint, including glass beads, over existing pavement markings. Following notification by the City to proceed, the contractor will complete the work within a 30-calendar day period.

The contractor will be paid per linear foot for longitudinal and transverse lines of the widths listed on the Bid Form; and per each for messages and symbols of the types listed on the Bid Form. Markings will be installed in either white or yellow color, as appropriate, 15 mils thick above the plane.

Item No. 4: Application of Hot-Melt Thermoplastic Pavement Markings over Existing Pavement Markings (“Refreshing”). The Contractor will be given notice of locations requiring application of hot-melt thermoplastic markings, including glass beads, over existing markings. Following notification by the City to proceed, the contractor will complete the work within a 30-calendar day period.

The contractor will be paid per linear foot for longitudinal and transverse lines of the widths listed on the Bid Form; and per each for messages and symbols of the types listed on the Bid Form. Markings will be installed in either white or yellow color, as appropriate, 125 mils thick above the plane.

Removal of Pavement Markings. The scope for this work is to remove pavement markings, regardless of material types (paint, thermoplastic or permanent tape), from either asphalt or concrete surfaces. Following notification by the City to proceed, the contractor will complete the work within a 30-calendar day period. The Contractor may remove pavement markings using grinding or shotblasting techniques, however, the surface area after removal shall not be slick or polished. A pavement marking will be considered obliterated when ninety (90) percent of the pavement marking materials are removed. No “blacking out” of pavement markings with paint is permitted under this work item. The contractor will be responsible for disposal of all waste materials, clean up of the work site, traffic control, and other associated items at no additional cost to the City.

The contractor will be paid per linear foot for longitudinal and transverse lines of the widths listed on the Bid Form; and per each for messages and symbols of the types listed on the Bid Form. Whether the lines are transverse or longitudinal is irrelevant for the payment rate of removal.

2.1.2 Application of Pavement Markings on Surface Utilities Structures or Curb and Gutter Surfaces Prohibited

Where utility manhole covers, valve covers, catch basins, etc. are within the layout for pavement markings, the pavement markings shall stop at the leading edge of the utility structure and start again on the far edge. Pavement markings shall stop at the pavement interface with curb and gutter surfaces.

2.1.3 Correction of Errors

No payment shall be made for application of pavement markings without authorization of the City. Pavement markings applied without authorization shall be corrected to the City’s satisfaction and at no cost to the City.

Should the contractor install or remove pavement markings in error, the contractor shall bear all costs and expense to correct said error.

2.1.4 Invoicing Requirements

Contractor shall clearly report each segment of completed work by street location, type of pavement markings, date of application and/or removal, quantity and basis of payment.

Request for payment should be directed to Michael Maine, Operations Manager, 2515 Valley Drive, Virginia 24201.

The Agreement

Application and removal of street pavement markings shall be subject to the terms of the Agreement (contract), the form of which is attached hereto as Exhibit A and to the content of this Invitation to Bid which is made a part of the Agreement by reference as though included verbatim.

2.1.5 Approximation of Quantities and Stability of Bid Price(s)

Contractor should be aware that the quantities listed are approximate only and are subject to increase or decrease and, whether increased or decreased, the unit price(s) quoted are to remain firm for the duration of the Agreement.

2.1.6 Bidding Instructions As To Method

Sealed bids for the above-referenced Application and Removal of Street Pavement Markings will be received by the City of Bristol, Virginia at the Office of Purchasing Agent, City Hall, 300 Lee Street, Bristol, Virginia, until **2:00 p.m.** local time, on **Friday May 24, 2024** and then publicly opened and read aloud at City Hall, 300 Lee Avenue, Bristol, Virginia 24201.

No bids will be received or accepted after the above specified time for the opening of bids. Bids submitted after the designated hour will be deemed invalid and returned unopened to the bidder.

Work items herein described are to be diligently completed in accordance with notices issued by the City. Liquidated damages for delay of completion of contract will be in accordance with the Agreement (Contract).

No bidder may withdraw his bid within sixty (60) days after the actual bid date of the opening thereof.

All bidders must be licensed contractors to perform the type construction herein described as required by the statutes of the Commonwealth of Virginia and the City of Bristol, Virginia. The City reserves the right to waive any irregularities or to reject any or all bids.

Contractor shall bid this project on a unit price in-place basis, unless otherwise specified.

The services and bid prices shall be valid through the City's fiscal year ending **June 30, 2025**. All bids shall be indicated in writing and in figures. Should there be a discrepancy between the two, the written bid shall be given precedence.

2.2 Bid Form

Bidder Name _____

APPLICATION AND REMOVAL OF STREET PAVEMENT MARKINGS

Instructions and Notes:

1. All bids must be submitted on this Bid Form.
2. The Bid Form lists work items under the categories of LONGITUDINAL PAVEMENT MARKINGS, TRANSVERSE PAVEMENT MARKINGS, SYMBOL PAVEMENT MARKINGS, and REMOVAL OF PAVEMENT MARKINGS.
3. An Item Total is to be entered for each work item and a Grand Total is to be entered for each category.
4. The Bid Form must be completed in its entirety.
5. Bids will be evaluated on the aggregate total of all categories.
6. Bid Form must be signed by an authorized representative of the bidder.
7. The services and bid prices shall be valid until June 30, 2025.

CATEGORY A - LONGITUDINAL PAVEMENT MARKINGS

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL
1.a	Application of paint on new asphalt	15 mil	4 in	72 hrs	LF	500			
1.b	Application of paint on new asphalt	15 mil	8 in	72 hrs	LF	500			
1.c	Application of paint on new asphalt	15 mil	12 in	72 hrs	LF	500			
2.a	Application of hot-melt thermoplastic on new asphalt	90 mil	4 in	72 hrs	LF	1600			
2.b	Application of hot-melt thermoplastic on new asphalt	90 mil	8 in	72 hrs	LF	500			
2.c	Application of hot-melt thermoplastic on new asphalt	90 mil	12 in	72 hrs	LF	1600			

CATEGORY A - LONGITUDINAL PAVEMENT MARKERS (Cont.)

Bidder Name _____

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL
3.a	Application of paint over old markings or on old asphalt	15 mil	4 in	30 dys	LF	100,000			
3.b	Application of paint over old markings or on old asphalt	15 mil	8 in	30 dys	LF	500			
3.c	Application of paint over old markings or on old asphalt	15 mil	12 in	30 dys	LF	1100			
4.a	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	4 in	30 dys	LF	500			
4.b	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	8 in	30 dys	LF	500			
4.c	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	12 in	30 dys	LF	500			
GRAND TOTAL: CATEGORY A - LONGITUDINAL PAVEMENT MARKINGS			(numbers)				(words)		

CATEGORY B - TRANSVERSE PAVEMENT MARKINGS

Bidder Name _____

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL	
1.a	Application of paint on new asphalt	15 mil	12 in	72 hrs	LF	20				
1.b	Application of paint on new asphalt	15 mil	24 in	72 hrs	LF	20				
2.a	Application of hot-melt thermoplastic on new asphalt	90 mil	12 in	72 hrs	LF	300				
2.b	Application of hot-melt thermoplastic on new asphalt	90 mil	24 in	72 hrs	LF	300				
3.a	Application of paint over old markings or on old asphalt	15 mil	12 in	30 dys	LF	10				
3.b	Application of paint over old markings or on old asphalt	15 mil	24 in	30 dys	LF	20				
4.a	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	12 in	30 dys	LF	50				
4.b	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	24 in	30 dys	LF	50				
GRAND TOTAL: CATEGORY B - TRANSVERSE PAVEMENT MARKINGS			(numbers)				(words)			

CATEGORY C - SYMBOL PAVEMENT MARKINGS

Bidder Name _____

NOTE: RXR does not include the stop bars at the railroad crossing itself.

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL
1.a	Application of paint on new asphalt	15 mil	left, right or straight arrow	72 hrs	EA	1			
1.b	Application of paint on new asphalt	15 mil	combo straight/turn arrow	72 hrs	EA	1			
1.c	Application of paint on new asphalt	15 mil	R X R	72 hrs	EA	1			
1.d	Application of paint on new asphalt	15 mil	ONLY	72 hrs	EA	1			
1.e	Application of paint on new asphalt	15 mil	SCHOOL	72 hrs	EA	1			
1.f	Application of paint on new asphalt	15 mil	STOP	72 hrs	EA	1			
1.g	Application of paint on new asphalt	15 mil	AHEAD	72 hrs	EA	1			
1.h	Application of paint on new asphalt	15 mil	PED	72 hrs	EA	1			
1.i	Application of paint on new asphalt	15 mil	XING	72 hrs	EA	1			
1.j	Application of paint on new asphalt	15 mil	YIELD	72 hrs	EA	1			
1.k	Application of paint on new asphalt	15 mil	Bicycle lane symbol	72 hrs	EA	1			

CATEGORY C - SYMBOL PAVEMENT MARKINGS (Cont.)

Bidder Name _____

NOTE: RXR does not include the stop bars at the railroad crossing itself.

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL
2.a	Application of hot-melt thermoplastic on new asphalt	90 mil	left, right or straight arrow	72 hrs	EA	1			
2.b	Application of hot-melt thermoplastic on new asphalt	90 mil	combo straight/turn arrow	72 hrs	EA	8			
2.c	Application of hot-melt thermoplastic on new asphalt	90 mil	R X R	72 hrs	EA	2			
2.d	Application of hot-melt thermoplastic on new asphalt	90 mil	ONLY	72 hrs	EA	6			
2.e	Application of hot-melt thermoplastic on new asphalt	90 mil	SCHOOL	72 hrs	EA	2			
2.f	Application of hot-melt thermoplastic on new asphalt	90 mil	STOP	72 hrs	EA	1			
2.g	Application of hot-melt thermoplastic on new asphalt	90 mil	AHEAD	72 hrs	EA	1			
2.h	Application of hot-melt thermoplastic on new asphalt	90 mil	PED	72 hrs	EA	1			
2.i	Application of hot-melt thermoplastic on new asphalt	90 mil	XING	72 hrs	EA	1			
2.j	Application of hot-melt thermoplastic on new asphalt	90 mil	YIELD	72 hrs	EA	1			
2.k	Application of hot-melt thermoplastic on new asphalt	90 mil	Bicycle lane symbol	72 hrs	EA	1			

CATEGORY C - SYMBOL PAVEMENT MARKINGS (Cont.)

Bidder Name _____

NOTE: RXR does not include the stop bars at the railroad crossing itself.

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL
3.a	Application of paint over old markings or on new asphalt	15 mil	left, right or straight arrow	30 dys	EA	1			
3.b	Application of paint over old markings or on new asphalt	15 mil	combo straight/turn arrow	30 dys	EA	1			
3.c	Application of paint over old markings or on new asphalt	15 mil	R X R	30 dys	EA	1			
3.d	Application of paint over old markings or on new asphalt	15 mil	ONLY	30 dys	EA	1			
3.e	Application of paint over old markings or on new asphalt	15 mil	SCHOOL	30 dys	EA	1			
3.f	Application of paint over old markings or on new asphalt	15 mil	STOP	30 dys	EA	1			
3.g	Application of paint over old markings or on new asphalt	15 mil	AHEAD	30 dys	EA	1			
3.h	Application of paint over old markings or on new asphalt	15 mil	PED	30 dys	EA	1			
3.i	Application of paint over old markings or on new asphalt	15 mil	XING	30 dys	EA	1			
3.j	Application of paint over old markings or on new asphalt	15 mil	YIELD	30 dys	EA	1			
3.k	Application of paint over old markings or on new asphalt	15 mil	Bicycle lane symbol	30 dys	EA	1			

CATEGORY C - SYMBOL PAVEMENT MARKINGS (Cont.)

Bidder Name _____

NOTE: RXR does not include the stop bars at the railroad crossing itself.

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL
4.a	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	left, right or straight arrow	30 dys	EA	1			
4.b	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	combo straight/turn arrow	30 dys	EA	1			
4.c	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	R X R	30 dys	EA	1			
4.d	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	ONLY	30 dys	EA	1			
4.e	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	SCHOOL	30 dys	EA	1			
4.f	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	STOP	30 dys	EA	1			
4.g	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	AHEAD	30 dys	EA	1			
4.h	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	PED	30 dys	EA	1			
4. i	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	XING	30 dys	EA	1			
4.j	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	YIELD	30 dys	EA	1			
4.k	Application of hot-melt thermoplastic on old markings or asphalt	90 mil	Bicycle lane symbol	30 dys	EA	1			
GRAND TOTAL: CATEGORY C – SYMBOL PAVEMENT MARKINGS			(numbers)				(words)		

CATEGORY D - REMOVAL OF PAVEMENT MARKINGS

Bidder Name _____

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL
1	Removal of 4-inch line		4 in line	30 dys	LF	1			
2	Removal of 8-inch line		8 in line	30 dys	LF	1			
3	Removal of 12-inch line		12 in line	30 dys	LF	1			
4	Removal of 24-inch line		24 in line	30 dys	LF	1			
5	Removal of left or right turn arrow		left or right arrow	30 dys	EA	1			
6	Removal of straight ahead Arrow		straight ahead arrow	30 dys	EA	1			
7	Removal of straight + left or right combo turn arrows		straight + left or right arrow	30 dys	EA	1			
8	Removal of RXR (does not include stop bar)		RXR	30 dys	EA	1			
9	Removal of ONLY		ONLY	30 dys	EA	1			
10	Removal of SCHOOL		SCHOOL	30 dys	EA	1			
11	Removal of STOP		STOP	30 dys	EA	1			
12	Removal of AHEAD		AHEAD	30 dys	EA	1			

CATEGORY D - REMOVAL OF PAVEMENT MARKINGS (Cont.)

Bidder

Name _____

BID ITEM	ITEM DESCRIPTION	MATERIAL THICKNESS	LINE TYPE	NOTICE PERIOD	UNIT	EST. QTY	UNIT PRICE (numbers)	UNIT PRICE (words)	ITEM TOTAL
13	Removal of PED		PED	30 dys	EA	1			
14	Removal of XING		XING	30 dys	EA	1			
15	Removal of YIELD		YIELD	30 dys	EA	1			
16	Removal of bicycle symbol		Bicycle lane symbol	30 dys	EA	1			
17	Removal of YIELD bar		bar	30 dys	LF	1			
GRAND TOTAL: CATEGORY D – REMOVAL OF PAVEMENT MARKINGS			(numbers)				(words)		

AGGREGATE TOTAL OF ALL CATEGORIES A THROUGH D:	(numbers)	(words)
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BIDDER _____ PERSON PREPARING BID _____

ADDRESS _____ TELEPHONE NUMBER () _____

SUBCONTRACTOR _____

ADDRESS _____

Submittal of signed Bid Form signifies understanding and acceptance of all stated terms and conditions and acknowledgment of requirement of compliance with all applicable local, state and federal ordinances, laws, rules and regulations whether expressly stated herein or not.

SIGNATURE: _____

TYPED OR PRINTED NAME:

TITLE

COMPANY

DATE

2.3 SCC Form

Virginia State Corporation Commission (SCC) Registration Information

The bidder: *(Please check one of the following)*

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

_____ **- OR -**

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

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

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

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Authorized Signature

Date

Printed Name

Printed Company Name

Street Address

City, State, Zip

Telephone Number

Fax Number

Email

SECTION THREE

3.1 General Terms and Conditions

VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

APPLICABLE LAWS AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the City of Bristol, Virginia ("City") that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the

contractor, will state that such contractor is an equal opportunity employer.

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

d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract.

e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

1. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING

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

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written contract with the City, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the nondebarred vendor will be debarred for the same time period as the debarred vendor.

ANTI-TRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City 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 City under said contract.

MANDATORY USE OF FORMS

1. Failure to submit a bid on the form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose contact information appears in the solicitation no later than ten working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

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 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 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 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.

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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

E. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the City shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.24363)

2. To Subcontractors:

A. Within seven (7) days of the contractor's receipt of payment from the City, a contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason

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

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the City, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the City, or other appropriate penalties may be assessed in lieu of withholding such payment.

PRECEDENCE OF TERMS

The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTI-TRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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.

QUALIFICATIONS OF BIDDERS

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

TESTING AND INSPECTION

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

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 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.

2. The City 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 City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City 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 City 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 City'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 City with all vouchers and records of expenses incurred and savings realized. The City 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 City within thirty (30) days from the date of receipt of the written order from the City. 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 City or with the performance of the contract generally.

A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the City Council for the City of Bristol, Virginia.

DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, 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 City may have.

WARRANTY

The bidder agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the bidder gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City by any other clause of the solicitation. A copy of this warranty should be furnished with the bid. The bidder shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list and a copy of all warranties.

INSURANCE

The City must be listed as a Certificate Holder when contracted work might result in injury or property damage. By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and certifies it will immediately add the City as a Certificate Holder as listed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. **Workers Compensation** – Statutory requirements and benefits; must provide a Certificate of Insurance showing proof of coverage. Coverage is compulsory for employees of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia*

during the course of the contract shall be in noncompliance with the contract.

2. **Employer's Liability** - \$100,000.

3. **Commercial General Liability** - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City shall be added as an additional insured to the policy by an endorsement. The contractor shall be totally responsible for damages to the premises including crane and truck operations on sidewalks, pavement and or grass.

4. **Automobile Liability** - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice for a minimum of 10 days.

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 vendor. from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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.

NONDISCRIMINATION OF CONTRACTORS

A bidder 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 or because the bidder employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 City shall offer the individual, within a reasonable period of time after the date of this objection, access to equivalent goods, services, or disbursements from an alternative provider.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent that the City has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

BID PRICE CURRENCY

Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor 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 Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into 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, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an 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 or proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 or proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

3.2 Special Terms and Conditions

AWARD

The award will be made to the lowest responsive and responsible bidder, and evaluated by the aggregate total of all categories on the bid form. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

BID PRICES

Bid shall be in the form of a firm unit price for each item during the contract period.

BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

CANCELLATION OF CONTRACT

The City may cancel the contract without penalty when it is determined to be in the best interest of the City (termination for the convenience of the City). Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 2024, between the **CITY OF BRISTOL, VIRGINIA**, a municipal corporation organized under the laws of the Commonwealth of Virginia (hereinafter “**City**”) and _____ (hereinafter “**Contractor**”).

PREMISES

The **City** requires services for application and removal of pavement markings as described in an Invitation to Bid entitled “Application and Removal of Pavement Markings” issued May 13, 2024.

An invitation for bids for the project above described was advertised. **Contractor** was the lowest and best bidder for this work.

Whereupon, the parties in consideration of the mutual benefits to be derived from this agreement, Ten (\$10.00) Dollars cash paid by each of these parties to the other and all other considerations exchanged by the parties, promises to the other as follows:

THE WORK

Contractor will provide services for application and removal of pavement markings in conformity with (1) this Agreement and any addenda thereto; (2) with the specifications promulgated in the Invitation to Bid; and (3) as directed by the Director of Public Works as provided in the Invitation to Bid. Specifications, including the Invitation to Bid in its entirety, and standards cited in this Agreement are included by reference as though incorporated verbatim herein.

WORK SCHEDULE

Contractor shall commence operations in accordance with the notices and schedules issued by the **City**. The amount of work issued under any written notice by the **City** shall equal a minimum of \$1000.00 unless **Contractor** agrees to perform work equal to a lesser amount.

CONTRACT PRICE

City shall pay to **Contractor** the unit prices for all work necessary for the proper completion of the scheduled and specified work. **Contractor** shall complete all such for the unit prices bid. There shall be no addition(s) to the said prices without the prior written approval of a Change Order by **City**.

THE CITY OF BRISTOL VIRGINIA

BY: _____
Randall Eads, City Manager

ATTEST: _____
Tenille Montgomery, City Clerk

**STATE OF VIRGINIA
CITY OF BRISTOL**

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Randall Eads, City Manager on behalf of the City of Bristol, Virginia, a Virginia Municipal Corporation.

Notary Public

My Commission Expires _____

CONTRACTOR

BY: _____
(Title)

ATTEST: _____
(Title)

STATE OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____ on behalf of _____.

Notary Public

My Commission Expires _____