



**CITY OF BRISTOL, VIRGINIA**

**INVITATION TO BID**

**ASPHALT CONCRETE-IN PLACE  
AND  
COLD PLANING SERVICES**

**ITB PW-26-005**

**ISSUE DATE  
June 9, 2025**

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## SECTION ONE

### 1.1 Purpose

The City of Bristol, Virginia and all agencies thereof are requesting sealed bids on approximately 6,500 tons of asphalt concrete, in place, which meets current Virginia Department of Transportation Road and Bridge specifications and approximately 10,000 square yards of cold planing 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 bidder shall submit the following:

- One original and three copies of the sealed bid must be mailed to or hand-delivered to:  
**ATTN: Procurement Dept., City of Bristol, VA, 300 Lee Street, Bristol, VA 24201**  
**The outside envelope must be labeled with the ITB title and number.**
- The City requires one original and three paper copies of the sealed bid. Those wishing to submit electronically may do so via the eVA procurement platform while also submitting the required paper copies to the City by the due date.
- **Bids are due by 2:00 p.m. EST, Thursday, June 26<sup>th</sup>, 2025.**
- **Bids will be publicly opened on Thursday, June 26<sup>th</sup>, 2025, 2:00 p.m. EST at City Hall Council Chambers, 300 Lee Street, Bristol, Virginia 24201.**

It is the responsibility of the bidder to assure that the bid is delivered to the place designated for receipt of bid prior to the closing time set for receipt of bid. No bid received after the time designated shall be considered. The officer or agent, whose duty it is to accept the bids, will decide when the specified time has arrived.

### 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 Tamrya Spradlin, Assistant City Manager/CFO, 300 Lee Street, Bristol, Virginia 24201. Inquiries by email should be made to [tamrya.spradlin@bristolva.org](mailto:tamrya.spradlin@bristolva.org). Any revisions to the solicitation will be made only by addendum issued by the City. **The deadline for inquires is 2:00 p.m. EST Friday, June 13<sup>th</sup>, 2025.**

### **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.

### **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. The City reserves the right to select the bid which, in the sole judgement of the City, is deemed to be in the best interest of the City. Exceptions to the specifications may cause the bid to be deemed non-responsive and to be rejected as such.

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## SECTION TWO

### **2.1 General Instructions and Specifications**

The Bid Form in section 2.3, the SCC Form in section 2.4, and the Bid Bond in Appendix A are required to be submitted with the bid submission. For additional requirements, see section 2.1.4.

#### **2.1.1 Street, Highway Work and Alley Work**

The City of Bristol, Virginia is requesting sealed bids from qualified contractors to provide cold planing services in accordance with the City's specifications and the placement of asphalt concrete that will meet current Virginia Department of Transportation Road and Bridge Specifications.

The paving contractor shall be considered the prime contractor under the terms of this request for services and the cold planing contractor shall be considered a subcontractor, if cold planing services are provided by forces other than those of the paving contractor. For clarity, the paving 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 shall provide all signage, traffic control and work zone safety measures for all scheduled work being performed in both the cold planing and paving operations. This will include the provision of signs, cones, barricades, channelization and any other traffic safety and/or control devices or methods employed beginning with the mobilization of the cold planing subcontractor on the project. This does not include those cones or other devices employed by the cold planing subcontractor in the daily prosecution of the cold planing operation. The scope of this work shall include checking the work zone(s) several times daily and on weekends as needed to ensure that all signs and other devices remain intact. Contractor shall provide a call out number for Police Department use should problems develop in the work zone(s) outside of normal working hours.

The cold planing subcontractor shall provide cold planing machinery weighing a minimum of 70,000 lbs. with a minimum cutting width of 72 inches, with a conveyor for articulated discharge. Smaller machines may be employed for small intersection work, around manholes or valve boxes, or in other areas where field conditions prohibit the use of the specified equipment.

The subcontractor is responsible for supplying all individuals and equipment, including trucks, to prosecute the cold planing operation unless otherwise agreed upon with the Contractor and approved by the Public Works Manager of Operations prior to the submittal of bid documents. The subcontractor is, also, responsible for all traffic control during the daily operation, as indicated above.

A Paving and Milling Schedule with street names, paving/milling segment termini, type of asphalt concrete, specific thickness of overlay per paving segment and estimated square yardage of cold planing, per roadway segment, will be provided by City.

The total area to be cold planed is approximately 10,000 square yards and the amount of asphalt concrete, in place, is approximately 6,500 tons. Bid prices shall include liquid asphalt material tack coat type CRS-1h, CRS-1, or CSS-1h. The Contractor shall provide VDOT approved mix designs for each type of asphalt concrete bid prior to the commencement of any paving operation.

Liquid asphalt tack coat material may be diluted with 50% water. Application rate for undiluted asphalt will be at a rate of .05 to .10 gallons per square yard. Diluted asphalt will be applied at a rate of .10 to .15 gallons per square yard. Contractor must state type and whether diluted or undiluted.

All cold plane depths shall be to the estimated depths (2-3 inches) as specified in the Paving and Milling Schedule. The subcontractor shall coordinate with the Contractor to ensure that planed surfaces are exposed not longer than 48 hours from the completion of the cold planing operation. If cold planed surfaces are exposed for longer periods than 48 hours, exclusive of delays caused by weather or unless specifically authorized by the Public Works Manager of Operations, liquidated damages in the amount of one hundred (\$100.00) dollars for each day of additional exposure beyond 48 hours shall be payable to the City of Bristol, Virginia by the Contractor. At the close of each daily operation and prior to shutting down the job site for any weekend or holiday, the Contractor/subcontractor shall provide an asphalt concrete apron around all manholes, valve boxes, gas valves or other structures projecting above the cold planed surface. Said aprons shall be of sufficient width and slope to allow the passage of vehicular traffic over those structures without damage to the vehicles or injury to the occupants when traveling at the posted speed limit for the section of roadway involved.

Paving depths for asphalt concrete over existing pavement surfaces or over cold planed surfaces shall be to the average depths as specified in the Paving and Milling Schedule using application rates of 115 lbs. per square yard per inch of depth.

Contractor should be aware that field inspections by City personnel will be applicable, including temperature testing, verification of weight tickets by use of portable scales or direction of selected vehicles to be weighed on the City's platform scales and periodic unannounced plant inspections to assure compliance with mix designs. Field inspections may also be conducted on the cold planing operation to ensure achievement of specified depth.

Contractor shall ensure completion of all cold planing and paving operations set forth on the provided schedule within the time frames indicated thereon. Failure to complete any work within these parameters without written authorization from the Public Works Manager of Operations may result in the withholding of an amount not to exceed twenty percent (20%) of the Contractor's most recent billing for the period until the schedule is complete.

Additionally, if the Contractor shall suspend paving operations on any public street prior to the completion of an overlay on a cold planed section or prior to the completion of the placement of an overlay between the termini of any segment of roadway indicated on the paving schedule for

any reason other than an emergency certified by the Public Works Manager of Operations, the paving Contractor may be disqualified from performing the remainder of the work scheduled for the fiscal year.

### **2.1.2 Invoicing Requirements**

Contractor shall clearly mark each weight receipt with the name of the street, highway or alley on which the asphalt concrete indicated on the receipt was placed or, if no street name exists, the location at which the material was placed and for which agency of the City. Invoices for street, highway and alley work should be directed to the office of the Public Works Manager of Operations at 2515 Valley Drive, Bristol, Virginia 24201.

### **2.1.3 The Agreement**

Cold planing and placement of asphalt concrete-in place for scheduled street, highway and alley work 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.

### **2.1.4 Approximation of Quantities and Stability of Bid Price(s)**

Contractor should be aware that the tonnage for asphalt concrete and the square yardage for cold planing listed are approximate only and are subject to increase or decrease. Whether the tonnage and/or square yardage is increased or decreased, the bid price(s) quoted are to remain firm for the period of July 01, 2025 to June 30, 2026, or until all scheduled work is completed. However, the bid prices(s) shall be subject to a Liquid Asphalt Price Adjustment that will be made as follows:

1. The Contractor will submit a written, notarized statement on the supplier's letterhead of the price of the Liquid Asphalt (D1) the Contractor will use for this project at the time of bid. This is to accompany the Contractor's bid documents at the time of bid.
2. The Liquid Asphalt Price Adjustment will be computed as follows: For an invoice submitted on the 5th of the month (month 2), the Contractor will also submit a written, notarized statement on the supplier's letterhead of the average price of Liquid Asphalt (D2) the supplier charged the Contractor the previous month for materials used on this project (month). The price difference percentage calculated as  $((D2-D1)/D1) \times 100$  must be equal to or greater than 1% for an adjustment calculation to occur. The City reserves the right to independently investigate and confirm or deny the prices quoted in the supplier's notarized statement.

3. The price adjustment formula shall be:  $P = T \times A\% \times (D2-D1)$

Where P = Price Adjustment in dollars; T = tons of bituminous concrete placed (from invoice); A% = liquid asphalt percent content; D2 = liquid asphalt price, current month; and D1 = liquid asphalt price, at time of bid.

Example: T = 4,500 tons      A = 5.5%      D2 = \$140      D1 = \$135

$P = 4500 \times .055 \times (140-135) = \$1,237.50$

### **2.1.5 Bidding Instructions As To Method**

Contractor shall bid cold planing by each of the following methods:

1. Per square yard with contractor/subcontractor retaining ownership of cold planed material for recycling or other purposes and,
2. Per square yard with contractor/subcontractor disposing of cold planed material at Bristol Virginia's Public Works Facility, located at 2515 Valley Drive Bristol, VA 24201.
3. Sum total(s) of each method (Unit price x Total square yards).

Contractor shall bid asphalt concrete-in place, by the following method:

1. Per ton for each type of asphalt concrete indicated.
2. Sum total of each type of asphalt concrete bid in aggregate (Unit price of each type in Aggregate x Total Tonnage).

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 Bonds**

A Bid Bond is required to be submitted with the Bid Form. The required form for the Bid Bond is in Appendix A.

Upon the award of the contract, the following will be required:

- (a) A performance bond in the sum total of the entire amount bid conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications, and conditions of the contract.
- (b) A payment bond in the sum total of the entire amount bid. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the furtherance of the work.

**2.3 Bid Form**

**APPROXIMATELY 10,000 SQUARE YARDS OF COLD PLANING  
APPROXIMATELY 6,500 TONS OF ASPHALT CONCRETE-IN PLACE**

*Instructions: All bids must be submitted on this form. Please complete the form in its entirety.  
Bid Form must be signed by an authorized representative of the bidder.*

BIDDER (FIRM): \_\_\_\_\_

PERSON PREPARING BID: \_\_\_\_\_

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

TELEPHONE NUMBER: \_\_\_\_\_

**1. COLD PLANING**

**A. Cost per square yard with contractor/subcontractor retaining ownership of material:**

\$ \_\_\_\_\_ per square yard

\_\_\_\_\_ dollars per square (in words)

**B. Cost per square yard with contractor/subcontractor disposing of material at Bristol Virginia's Public Works Facility, located at 2515 Valley Drive, Bristol VA 24201:**

\$ \_\_\_\_\_ per square yard

\_\_\_\_\_ dollars per square (in words)

**Sum Total(s) for approximately 10,000 square yards of cold planing:**

**A. \$ \_\_\_\_\_ Sum Total (in figures)**

\_\_\_\_\_ dollars Sum Total (in words)

**B. \$ \_\_\_\_\_ Sum Total (in figures)**

\_\_\_\_\_ dollars Sum Total (in words)

**BIDDER (FIRM):** \_\_\_\_\_

**2. ASPHALT CONCRETE-IN PLACE**

**A.** Cost per ton of SM 9.5A:

\$ \_\_\_\_\_ per ton

\_\_\_\_\_ dollars per ton (in words)

**B.** Cost per ton of SM 9.5D:

\$ \_\_\_\_\_ per ton

\_\_\_\_\_ dollars per ton (in words)

**C.** Cost per ton of SM 9.5 E:

\$ \_\_\_\_\_ per ton

\_\_\_\_\_ dollars per ton (in words)

**D.** Cost per ton of SM 12.5A:

\$ \_\_\_\_\_ per ton

\_\_\_\_\_ dollars per ton (in words)

**E.** Cost per ton of SM 12.5D:

\$ \_\_\_\_\_ per ton

\_\_\_\_\_ dollars per ton (in words)

**F.** Cost per ton of SM 12.5E:

\$ \_\_\_\_\_ per ton

\_\_\_\_\_ dollars per ton (in words)

**G.** Cost per ton of IM 19.0A:

\$ \_\_\_\_\_ per ton

\_\_\_\_\_ dollars per ton (in words)

**BIDDER (FIRM):** \_\_\_\_\_

H. Cost per ton of BM 25.0:

\$ \_\_\_\_\_ per ton

\_\_\_\_\_ dollars per ton (in words)

**Sum Totals for specified asphalt concrete mix designs, in place:**

Sum Total for approximately 400 tons of SM 9.5A asphalt concrete-in place:

A. \$ \_\_\_\_\_ Sum Total (in figures)

\_\_\_\_\_ dollars Sum Total (in words)

Sum Total for approximately 800 tons of SM 9.5D asphalt concrete-in place:

B. \$ \_\_\_\_\_ Sum Total (in figures)

\_\_\_\_\_ dollars Sum Total (in words)

Sum Total for approximately 500 tons of SM 9.5E asphalt concrete-in place:

C. \$ \_\_\_\_\_ Sum Total (in figures)

\_\_\_\_\_ dollars Sum Total (in words)

Sum Total for approximately 4,000 tons of SM 12.5A asphalt concrete-in place:

D. \$ \_\_\_\_\_ Sum Total (in figures)

\_\_\_\_\_ dollars Sum Total (in words)

Sum Total for approximately 300 tons of SM 12.5D asphalt concrete-in place:

E. \$ \_\_\_\_\_ Sum Total (in figures)

\_\_\_\_\_ dollars Sum Total (in words)

**BIDDER (FIRM):** \_\_\_\_\_

Sum Total for approximately 300 tons of SM 12.5E asphalt concrete-in place:

**F.** \$ \_\_\_\_\_ Sum Total (in figures)

\_\_\_\_\_dollars Sum Total (in words)

Sum Total for approximately 100 tons of IM 19.0A asphalt concrete-in place:

**G.** \$ \_\_\_\_\_ Sum Total (in figures)

\_\_\_\_\_dollars Sum Total (in words)

Sum Total for approximately 100 tons of BM 25.0 asphalt concrete-in place:

**H.** \$ \_\_\_\_\_ Sum Total (in figures)

\_\_\_\_\_dollars Sum Total (in words)

Bid prices(s), including Liquid Asphalt Price Adjustments, shall be valid through **June 30, 2026**.

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: \_\_\_\_\_

DATE: \_\_\_\_\_

2.4 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](http://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.

2. 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.

#### ANTITRUST

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, ANTITRUST, 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.

#### 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 employers 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.)

**Profession/Service**

**Limits**

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.

#### BID BOND REQUIREMENT

No bids will be received or accepted after the above specified time and date for the opening of bids. Bids submitted after the designated hour will be deemed invalid and returned unopened. Bids shall be accompanied by a cashier's or bank check or Bid Guarantee Bond in the amount of not less than five percent (5%) of the bid made payable to the City of Bristol, Virginia, Owner, and subject to the conditions provided in the Instruction to Bidders.

#### 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

An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. 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.

#### PERFORMANCE BOND REQUIREMENT

When City gives a Notice of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached or referenced. Within five (5) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City with the required Bonds, Certificates of Insurance, and Power of Attorney. Within five (5) days thereafter, City shall deliver one (1) fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification. The successful bidder will be required to furnish an acceptable Performance and Payment Bond in the amount of one hundred percent (100%) of the contract price, each bond. Upon submission, no bidder may withdraw their proffer until the award of the contract.

#### 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.

# APPENDIX A: Bid Bond



## APPENDIX A

### BID BOND

#### PW-26-005

#### ASPHALT CONCRETE-IN PLACE AND COLD PLANING SERVICES

Bids shall be accompanied by a cashier's or bank check or Bid Guarantee Bond in the amount of not less than five percent (5%) of the bid made payable to the City of Bristol, Virginia, Owner, and subject to the conditions provided in the Instruction to Bidders.

#### BID GUARANTY

The undersigned bidder submits herewith bid guaranty in an amount of not less than five percent (5%) of the total amount of the bid offered and agrees and consents that the bid guaranty shall be forfeited to the City as liquidated damages if the required contract bond is not executed within fifteen (15) days from the date of the notice of award and work has not been started as required. The following documents are attached to and made a condition of this bid and constitute required.

Bid Security:

\_\_\_\_\_ Certified Check or Bank Check  
\_\_\_\_\_ Bid Bond

BID AMOUNT: \$ \_\_\_\_\_

BIDDER: \_\_\_\_\_

PERSON PREPARING BID: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

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.

# EXHIBIT A: Agreement

**EXHIBIT A**

**AGREEMENT**

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 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 asphalt concrete paving work and cold planing services as described in an Invitation to Bid entitled "Asphalt Concrete-In Place and Cold Planing Services" issued June 9, 2025.

A request for sealed bids for the paving and cold planing work above described was advertised. **Contractor** was the lowest responsive and responsible bidder.

**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, promise each other as follows:

**THE WORK**

**Contractor** will provide asphalt concrete paving in place and cold planing services in conformity with (1) this Agreement; (2) with the specifications promulgated in the Invitation To Bid; and (3) as directed by the Public Works Manager of Operations as provided in the Invitation To Bid hereinbefore referenced. Specifications, including the Invitation To Bid hereinbefore referenced, and standards cited in the Agreement hereinbefore referenced are included by reference as though incorporated verbatim herein.

**INSURANCE**

**Contractor** shall have in place a liability policy in a minimum amount of ONE MILLION (\$1,000,000.00) DOLLARS insuring against the liabilities of **Contractor** and **City** for any claim or injury to property or person arising from the scheduled work and as otherwise provided in the Invitation To Bid. **City** shall be named as additional insured in said policy. **City** shall have no liability for payment of any premium. **Contractor** shall also provide Worker's Compensation covering all employees and all of the employees of any materialmen or subcontractor or other worker involved in the scheduled work.

**EMPLOYMENT DISCRIMINATION**

In accordance with the Code of Virginia, section 2.2-4311, 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 other basis prohibited by state law relating to discrimination in employment, except where there is 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.

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

### **DRUG-FREE WORKPLACE**

In accordance with the Code of Virginia, section 2.2-4312, 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. For 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 in accordance with this chapter, 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.

### **IMMIGRATION LAWS**

During the performance of this contract, the Contractor shall not knowingly employ an unauthorized alien as defined in the Federal Immigration Reform Act of 1986

### **WORK SCHEDULE**

**Contractor** shall commence operations in accordance with the schedule to be provided by **City**.

## **DILIGENCE**

**Contractor** shall at all times maintain sufficient personnel, material and equipment, including necessary subcontractors, to prosecute the work on every day that weather permits except for Sundays and authorized holidays observed by **City** unless otherwise approved by **City**.

**Contractor's** failure to prosecute the work as set forth in the Invitation To Bid may be cause for **City** to exercise those remedies set forth in the Invitation to Bid. The contract price payable by **City** shall be reduced by ONE HUNDRED (\$100.00) DOLLARS per day as liquidated damages to compensate **City** for each day paving is delayed beyond forty-eight hours after completion of cold planing operations unless such additional days are an approved extension of time as specified in the Invitation To Bid.

## **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**.

## **SCHEDULE OF PAYMENTS**

**City** shall pay to **Contractor** all amounts billed by **Contractor** to **City** on a monthly basis until completion of the scheduled and specified work and its acceptance by **City** exclusive of any amount withheld by **City** as liquidated damages pursuant to the provisions of this Agreement.

## **TERM**

This Agreement may be renewed annually, although the total Term shall not 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.

## **MISCELLANEOUS**

1. The law of the Commonwealth of Virginia will govern this Agreement.
2. Each of the provisions and subprovisions of this Agreement are declared by the parties to be severable. If any provision of this Agreement is declared invalid, all other provisions of this Agreement shall remain in full force and effect.
3. **Contractor** may not assign any rights or obligations it has in this Agreement without the prior written consent of the **City**.
4. **Contractor** shall submit to **City**, prior to the commencement of operations, a list of

subcontractors and materialmen whom **Contractor** proposes to involve in the scheduled and specified work. Said subcontractors and materialmen shall be subject to approval by **City**. If **City** objects to any subcontractor or materialman, the basis for such objection shall be provided to **Contractor** in writing.

5. No modification of this Agreement shall be effective unless the same shall be reduced to writing and executed by both parties to this Agreement.

6. Notices and all other writings given to **City** pursuant to this Agreement shall be made to Randall Eads, City Manager, 300 Lee Street, Bristol, Virginia 24201, and to **Contractor** at

\_\_\_\_\_  
\_\_\_\_\_.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

Bristol, Virginia Invitation to Bid  
Asphalt Concrete-In Place, Cold Planing

**WITNESS** the signatures and seals of the parties the day, month and year first above written.

**THE CITY OF BRISTOL, VIRGINIA**

**BY:** \_\_\_\_\_  
**Randall Eads, City Manager**

**ATTEST:** \_\_\_\_\_  
**Megan Erwin, City Clerk**

**STATE OF VIRGINIA**

**CITY OF BRISTOL**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, 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** \_\_\_\_\_

**CITY/COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_ on behalf of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

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