

LEGAL NOTICE
THE TOWN OF MOUNT JACKSON, VIRGINIA
REQUEST FOR PROPOSALS

The Town of Mount Jackson requests proposals for a 3-year (36-month) contract for weekly curbside solid waste collection and disposal for approximately 709 customers within the town in accordance with the contract specifications and bid documents. Sealed bids will be received in the Town Manager's Office, Mount Jackson Town Hall, P.O. Box 487, 5901 Main St., Mt. Jackson, VA 22842, until 4:00 p.m., Wednesday, June 8, 2005. A bid package may be obtained from the Town Manager's Office or at www.mountjackson.com. The Town reserves the right to reject any and all bids.

A bid security in the amount of 5% of the total bid amount in the form of a bid bond, cashier's check, or certified check made payable to the Town of Mount Jackson shall accompany this bid.

For further information, contact Charles Moore or Mary Embrey at 540-477-2121.

Judy L. Fultz, Clerk Treasurer

**TOWN OF MOUNT JACKSON, VIRGINIA
REQUEST FOR PROPOSALS**

The Town of Mount Jackson requests proposals for weekly curbside solid waste collection and disposal for approximately 709 customers within the town in accordance with the attached contract specifications and bid documents. The Town reserves the right to reject any and all bids or portions thereof where such rejection would, in the Town's sole and absolute discretion, be to the best advantage of the Town, and further reserves the right to reduce or modify the scope of the Project in order to meet funding limits and budget constraints. By submission of a proposal, the bidder represents that he has the ability to comply with all requirements contained in the bid documents.

All bids must be received in the Town Manager's Office, Mount Jackson Town Hall, P.O. Box 487, 5901 Main St., Mount Jackson, VA 22842 by 4:00 p.m., on Wednesday, June 8, 2005, at which time they will be publicly opened and read. All proposals must be submitted in an original only in a sealed envelope indicating the name of the proposal (solid waste collection and disposal), and the date and time of opening in the lower left corner.

All blanks on each and every form provided by the Town in connection with this Request for Proposals must be filled in and no change shall be made either in the phraseology of the form or in the items mentioned in the form. All proposals must be signed in ink by the bidder, with signature in full. When a firm is a bidder, the agent who signs the firm name shall, in addition, state the names and addresses of the individuals comprising the firm.

A bid security in the amount of 5% of the total bid amount in the form of a bid bond, cashier's check, or certified check made payable to the Town of Mount Jackson shall accompany this bid.

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

All questions should be directed to Charles Moore or Mary Embrey at 540-477-2121.

TOWN OF MOUNT JACKSON, VIRGINIA

P.O. Box 487, 5901 Main St.

Mount Jackson, VA 22842

540-477-2121

INSTRUCTIONS TO BIDDERS

1. BIDS:

Instruction forms and specifications may be obtained in person or by mail at the Town Manager's Office, Mount Jackson Town Hall, 5901 Main St., Mount Jackson, VA 22842. Sealed bids will only be accepted by the Town if submitted in accordance with these instructions, the General Conditions and any other attached specifications. A bid security in the amount of Five Percent (5%) of the contract price in the form of a bid bond, bank cashier's check, or certified check made payable to the Town of Mount Jackson shall accompany this bid.

2. QUALIFICATIONS OF BIDDERS:

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the Town all such information and data for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract.

3. REQUIRED ATTACHMENTS TO BIDS:

Each bid shall be accompanied by the following:

- a. Notarized affidavit (non-collusion oath) executed by the Bidder, or if the Bidder is a corporation, executed by a duly authorized representative of the corporation;
- b. Vendor responsibility form; and
- c. Equal Opportunity Employer form.

4. ACCEPTANCE OR REJECTION OF BIDS RESERVATIONS:

The Town will accept or reject bids within sixty (60) days of the date set for opening bids. The Town reserves the right to reject or accept any or all bids or portion thereof where such rejection or acceptance would, in the Town's sole discretion, be in the best interest of the Town.

5. NOTICE OF AWARD, SIGNING OF CONTRACT AND BONDS:

The successful Bidder agrees to sign a contract binding him to the terms of this bid as set forth in the legal notice inviting proposals and the bid documents and any addenda thereto, within ten (10) days of notice of award. Failure of the Bidder to do so may result in the loss of his bid security and/or his award of bid.

6. BID WITHDRAWALS:

Prior to the time of opening, bids may be withdrawn only upon written request received from Bidder. No Bidder may withdraw his bid for a period of sixty (60) days after the date of opening the bids.

7. ADDENDA:

Any addenda issued after the invitation to bid and before the opening of bids shall be covered in the proposal, and in closing the contract they shall become a part thereof.

8. SPECIFICATIONS:

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made of the Town before the proposal is submitted. The submission of a proposal shall indicate that the Bidder thoroughly understands the terms of the bid and the specifications.

GENERAL CONDITIONS

1. RESERVATIONS:

- a. The Town reserves the right to waive formalities or technicalities in bids as the interests of the Town may require.
- b. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.
- d. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the Town may require. The manner in which the award will be made is indicated on the Bid Summary Sheet.
- e. The Town reserves the right to purchase additional like units at the same unit cost.
- f. If in the Town's judgment, the Town's best interest will be served by doing so, the Town reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new proposals; to proceed to do the work otherwise; or to abandon the work.

2. DISPUTES:

In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the Town shall be final and binding on both parties.

3. COMPLETION OF WORK:

- a. The Contractor for this work will be expected to deliver the product within the number of calendar days stipulated in the bid proposal.
- b. If the Contractor is delayed at any time in the delivery of the products by any act or negligence of the Town, or by any act or negligence by separate contractor employed by the Town, or that of any employee of either, or by any changes ordered in the materials or by strike, lockout, fires, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Town, the Town shall decide the permissible extent of such delay or the justification for any other delay.

4. FAILURE TO DELIVER:

In the event the Contractor fails to deliver the services and materials covered by the Contract and in accordance with the delivery terms stipulated in the contract, then the Town will have the right to purchase on the open market the services and/or materials covered in the Bid Proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the Town as a result thereof.

5. BONDS:

The successful bidder will not be required to give Performance and Labor and Materialmen's Bonds.

6. INSURANCE:

The Contractor shall maintain such commercial general liability and broad form property damage insurance and Workers' Compensation Insurance as will protect the Town of Mount Jackson from any and all claims under Workers' Compensation Acts and from any other claims for loss or damages or for general injury or damage to property which may arise from

Contractor's operations under the contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of Insurance shall be on an occurrences basis. **The Contractor shall name the Town as additional insured to the required insurance policy and will furnish a Certificate of Insurance or other acceptable evidence of insurance coverage to the Town within ten (10) days from date of award.**

a. Limits of Coverage (Applies ONLY to Contractors performing services in and/or for the Town; NOT for supply only Contracts) Limits of coverage for commercial general liability and broad form property damages coverage are to be no less than Two Million Dollars (\$2,000,000.00) occurrence/Two Million Dollars (\$2,000,000.00) aggregate personal injury and death and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage. Five Hundred Thousand Dollars (\$500,000.00) aggregate, where insurance aggregates apply. Property damage insurance shall specifically include explosion, collapse, and underground damage (X, C, U).

b. Failure of the Contractor to maintain Worker's Compensation coverage for the duration of the contract will result in the Town deducting from each payment made under this contract, to the Contractor, a pre-determined percentage to defray coverage costs of the Town.

7. INDEMNIFICATION:

The successful bidder will be required to indemnify, defend and hold the Town harmless against any and all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the bidder or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the Town in connection with such claim or liability.

8. TESTING AND INSPECTION:

The Town has the right to inspect and test all services and materials called for by the contract, to the extent practicable at all times and places during the term of the contract. The Town shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to contract specifications, the Town may require the Contractor to perform the service or again provide a replacement product in conformity with contract specifications, at no increase in contract amount.

**TOWN OF MOUNT JACKSON, VIRGINIA
VENDOR RESPONSIBILITY AND EQUAL EMPLOYMENT FORM**

1. Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

2. List the names and addresses of three (3) firms, **with telephone numbers and contact person**, for which you have provided similar commodities or services:

3. List the name and address of one bank or other institution that can provide the Town with an adequate credit reference:

Federal I.D. #

Name of Bidder: _____

Address: _____

Telephone #:

By: _____
Signature

Typed Name and Title

Equal Opportunity Employer

I HEREBY AFFIRM THAT THIS COMPANY DOES NOT DISCRIMINATE IN ANY MANNER AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, CREED, COLOR, SEX OR NATIONAL ORIGIN.

Bidder: _____
Type/Print Name of Firm

Address: _____

City/State: _____ Zip Code _____

By: _____ Signature of Person Authorized to Sign Bid

_____ Type/Print Name and Title of Person Authorized to Sign Bid

STATEMENT UNDER OATH TO ACCOMPANY BID

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

ATTEST/WITNESS

Name of Bidder-Type/Print

By: _____
Signature of Person Authorized to Sign

Name and Title of Signatory (Type or Print)

STATE OF _____

COUNTY OF _____, TO WIT:

On this ____ day of _____ 20 ____, before the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires: _____

TOWN OF MOUNT JACKSON, VIRGINIA

DESCRIPTION

**PRICE PER CUSTOMER
PER WEEK**

**PRICE PER CUSTOMER
PER MONTH**

**PRICE PER CUSTOMER
PER YEAR**

Weekly curbside solid waste collection and disposal for approximately 709 customers within the town per specifications.

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

Weekly emptying of dumpsters located at:

Town Hall, Town Park, Fire Department, Sewer Plant & Maintenance Shop

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

Weekly emptying of 5 trash cans located on the sidewalks throughout Main Street

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

_____ YEAR 1
_____ YEAR 2
_____ YEAR 3

THE ABOVE IS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification.

- () INDIVIDUAL
- () PARTNERSHIP
- () CORPORATION

BIDDER:

FULL NAME OF BIDDER (Print or Type)

FEDERAL I.D. NUMBER:

ADDRESS OF BIDDER

CITY, STATE AND ZIP CODE

Telephone Number

() _____

BY: _____
Signature of Person Authorized to Sign Bid and Title

Fax Number

() _____

Typed/Printed Name of Signatory

AGREEMENT AND CONTRACT SPECIFICATIONS

THIS AGREEMENT is entered into this _____ day of _____, 20____,
by the Town of Mount Jackson, a municipal corporation of the Commonwealth of Virginia (“Town”) and
_____ (“Contractor”) with offices at
_____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. **Services Provided:** The Contractor shall provide the following services for the Town:
_____ (“the Services”). The Services shall be provided as detailed in the
Contract Documents listed below which are attached hereto as Appendix “A” and incorporated herein by reference:

- (1) Request for Proposal _____
- (2) General Conditions _____
- (3) Instructions to Bidders _____
- (4) Vendor Responsibility Form _____
- (5) Bid Proposal _____
- (6) Specifications _____

- (7) Performance Bond _____
- (8) Payment Bond _____
- (9) Insurance Certificate _____
- (10) Supplemental Conditions _____
- (11) Notice of Award _____
- (12) Notice to Proceed (when issued) _____
- (13) Equal Opportunity Employer Form _____
- (14) Statement Under Oath to Accompany Bid _____
- (15) Plans _____

Contractor agrees to accept the Town’s schedule and budget. Contractor further acknowledges that the Town retains the right to reduce the scope of the Services herein contracted for in order to accomplish the project within the Town’s established budget and schedule.

The Contractor hereby agrees to furnish any and all equipment needed to perform the Services (the “Contractor’s Equipment”).

2. **Fees:** The Town hereby agrees to pay the Contractor as full consideration for the Contractor’s satisfactory performance of its obligations under this Agreement the sum of _____ (\$ _____) payable in the following manner: _____

_____ Partial billings may be approved at the sole discretion of the Town.

3. **Title to Materials:** At no time will the Town hold title to curbside waste. Title shall pass directly from the residents to the Company.

4. **Collection, Transportation, Marketing and Record Keeping:**

a. **Collection Duties:**

- 1. **Schedule.** The Company shall provide collection on a weekly basis one (1) day a week on Tuesdays. Collection shall not begin prior to 7:00 a.m. without the notification and approval of the Town Manager or his authorized designee.
- 2. **Transportation.** All materials hauled by the Company shall be so contained that leaking, spilling, or blowing contents from the vehicle or container is prevented. In the event of any spillage, the Company shall immediately clean up litter or other deposits.
- 3. **Responsible for all Marketing.** The Company shall be responsible for all sorting, handling, and processing of materials collected. The Company further shall be responsible for the disposal of all materials collected in accordance with all applicable federal, state, and local laws and regulations.

5. **Designated Materials to be Collected:** The term “refuse” is defined as solid waste that can be lawfully disposed of in the Shenandoah County Landfill.

A collection unit can be residential or commercial, but is limited to five (5) 35-gallon containers or the equivalent in boxes or bags. Garbage containers cannot be larger than 35 gallons or weigh more than 65 pounds in weight. Larger steel or plastic barrels will not be serviced. Brush must not be longer than four (4) feet, must be securely tied, and not exceed 65 pounds in weight. A trash container will be dumped at the Town Park, town sewer plant, town hall, and town maintenance shop to be serviced with the town trash. Town courtesy containers along Main Street will be serviced on collection day.

6. **Final Disposal Location:** All the refuse shall be taken to the Shenandoah County Landfill (the “Landfill”) or other facility approved by the Town for disposal. Company shall not be required to accept or dispose of any refuse which may not be lawfully disposed at the Landfill. The landfill charges will be directly passed on to the Town, with the contractor paying the landfill and submitting actual invoices to the Town for reimbursement, but in no event shall the cost to the town exceed the rate charged at the Shenandoah County Landfill.

7. **Additional Responsibilities of the Company:** In addition to other duties and responsibilities of Company hereunder, Company shall do and perform the following:

- a. **Personnel.** The Company shall assign, and solely be responsible for the supervision of qualified personnel to manage and operate the collection system. The Company agrees that all employees shall be required to wear uniforms that display the name of the Company and identify the individual as an employee of the Company. Each employee shall carry a valid operator’s license for the type of vehicle they are required to operate. The Company shall provide operation and safety training for all operational personnel. The Town shall have no responsibility whatsoever for the acts or omissions of the Company’s personnel.
- b. **Non-Discrimination.** The Company agrees that in the performance of this contract the Company will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or ancestry.
- c. **Legal Requirements.** The Company shall comply with the applicable solid waste laws of the Commonwealth of Virginia, the rules and regulations promulgated thereunder; the ordinances, rules and regulations of the Town; and with all other federal, state and local laws, regulations, standards, ordinances, orders and decrees applicable to the business and activities of the Company, including but not limited to those concerning the collection, transportation, manifesting, storage, treatment, recycling, and/or disposal of solid, toxic or hazardous materials to the extent the same are applicable to the business and activities of the Company.
- d. **Licenses.** The Company shall be responsible for obtaining all federal, state, and local permits or licenses required for the operation of its business in the Town of Mount Jackson and in the Commonwealth of Virginia, including but not limited to permits required under any federal, state or local law, regulations, standards, ordinances, orders and

decrees concerning the collection, transportation, manifesting, storage, treatment, recycling, and/or disposal of solid, toxic or hazardous materials to the extent applicable to the business and activities of the Company. The Company shall obtain all such permits and licenses prior to the commencement of the initial term hereof.

- e. **Containers.** The Company at its cost shall provide a new container to any citizen of the Town if that container has been damaged by the Company or its employees or agents through willful malfeasance or gross negligence on the part of the Company.
 - f. **Post-Collection Responsibilities.** Company solely shall be responsible for assuring that all materials are transported to an approved disposal site.
8. **Compensation for Services:** As compensation for services provided hereunder the Town will pay the Company the sum bid by the company per eligible customer per month. "Eligible customers" shall be identified and computed by the Town, as of the date of this contract and quarterly thereafter. Households added at other times during the year shall be entitled to services immediately
 9. **Integration:** This contract contains the entire agreement of the parties; and no representation, inducements, or other covenants between the parties not included herein shall be of any force and effect.
 10. **Choice of Law:** This agreement shall be governed by the laws of the Commonwealth of Virginia, and any action arising under this contract shall be heard by the circuit court of Shenandoah County, Virginia.
 11. **Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
 12. **Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the Town shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees. It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the Town and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the Town for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

13. **INSURANCE:** The Contractor covenants to maintain all applicable insurance in such amounts and form as are determined from time to time to be appropriate. The Contractor further agrees to provide evidence of such insurance within ten (10) days from notice of award. The Certificates of Insurance shall be on an occurrences basis and provide that the Town shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage. Contractor must provide Certificates of Insurance to the Town before commencing any work pursuant to this Agreement. **All insurance shall include completed operations and contractual liability coverage, and must name the Town as an additional insured, not just a certificate holder.**

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

a. **Workers' Compensation Insurance:** Contractor shall comply with the requirements and benefits established by the Commonwealth of Virginia for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. The Town will deduct _____% of each payment to any Contractor who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the Town. This percentage is subject to change. The Contractor will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

b. **Comprehensive General Liability Insurance:** The Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. **Personal injury liability** insurance with a limit of **\$2,000,000.00** for each occurrence and **\$2,000,000.00** aggregate, where insurance aggregates apply:

2. **Property damage liability** insurance with limits of **\$250,000.00** for each occurrence and **\$500,000.00** aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage

(X, C, U).

14. **Bonds:** Performance and payment bonds are NOT required.

15. **Compliance with Laws:** The Contractor shall, without any additional expense to the Town, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the services herein contracted for.

16. **Indemnification:** The Contractor hereby acknowledges and agrees that the Contractor shall be responsible for and indemnify, defend and hold the Town harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the services herein contracted for or for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the

obligations of this Agreement, including but not limited to, attorneys fees and any cost incurred by the Town in defending any such claim. Contractor shall be responsible for and shall indemnify and hold the Town harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to Contractor's property or property of third parties that is being stored at the construction site and/or maintained/used by the Contractor in delivery of the services the Contractor is providing.

17. **Not Assignable:** The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Town and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the Town.

18. **Relief:** In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the Town, and further recognizes that in such event monetary damages will be inadequate to fully protect the Town. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the Town's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Town's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the Town post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the Town from pursuing any other remedies available to the Town at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

19. **Town's Right to Terminate:** The services herein contracted for may be terminated immediately by the Town upon written notice in whole or in part, when the Town, in its sole and absolute discretion, determines such action to be in its best interest. Upon such termination, the Town shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

20. **Entire Understanding:** This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

21. **Applicable Law:** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the Commonwealth of Virginia for Shenandoah County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

22. **Set-Off:** In the event that the Contractor shall owe an obligation of any type whatsoever to the Town at any time during the term hereof, or after the termination of the relationship created hereunder, the Town shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

23. **Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

CONTRACTOR:

BY: _____
Signature of Person Authorized to Sign

Typed Name/Title of Signatory

Federal I.D. Number:

Full Name of Contractor

Telephone Number:

Fax Number

Address

WITNESS:

TOWN OF MOUNT JACKSON, VA

Judy L. Fultz, Clerk/Treasurer

BY: _____
Charles K. Moore, Town Manager