

BID PROPOSAL AND CONTRACT DOCUMENTS

RIGHT-OF-WAY TRIMMING & MOWING

BID# B00123



Department of Public Works

February 9, 2023

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ADVERTISEMENT FOR BIDS

PROJECT: Right-of-Way Trimming & Mowing
City of Staunton, Virginia
February 9, 2023

The City of Staunton, Virginia, (hereinafter called the “**Owner**”, or “**Public Body**”) will receive sealed Bids for the furnishing of all labor, materials, supervision, and equipment necessary to complete above titled project at the City’s Purchasing Agent’s Office, located at 116 W. Beverley Street, City Hall, Third Floor, until **2:00 pm local time on March 6, 2023**, at which time the Bids will be publicly opened and read aloud.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED.

BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail to:
City of Staunton
Chad Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058
Phone: (540) 332-3819

Overnight To
City of Staunton
Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24402-0058
Phone: (540) 332-3819

The work under this Project is located at various areas throughout the City of Staunton, Virginia. The project will consist of trimming and/or mowing areas of the public right-of-way at specified locations within the City. The locations include areas adjacent to guardrails, retaining walls, steep banks, and storm water detention basins. A more complete description of the work areas and full information for contract bidders is given in the Scope of Work Narrative and Plan Sheets.

Contract shall be awarded for one trimming/mowing annual season (“**Contract Period**”), typically May through November of a given calendar year. The bid is structured such that each work area is listed as an individual line item with a bid unit price per each time to be trimmed/mowed (Event), with the items divided into two sections: (A) Variable Frequency Items and (B) Biannual Frequency Items. While items in Section A are listed on the Bid Form to be trimmed/mowed four (4) Events per Contract Period, Owner may elect to direct the Contractor to perform those items an additional one (1) or two (2) Events per Contract Period (up to a total of six (6) Events), depending on weather and other variable conditions. Those items listed in Section B shall be performed only biannually (twice per Contract Period).

The winning bidder will be selected based upon the lowest total cost calculated by the bid quantities and tabulations listed on the Bid Form (“**Base Bid**”). See also Instructions to Bidders.

Contract shall be awarded for one (1) Contract Period, with an option to extend the contract for four (4) additional annual contract periods, if so desired and agreed upon by Owner and Contractor, and depending upon any negotiated costs. Any proposed price adjustments for each renewal period

shall be submitted by the Contractor and considered for approval by Owner, based on documentation submitted by the Contractor, but in no case shall exceed the change in the Consumer Price Index for All Wage Earners for this region. The City reserves the right to re-solicit bids from other contractors after each Contract Period.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the Contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated by the City of Staunton.

The Contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit a written request. Every request for such interpretation should be emailed to faulknerms@ci.staunton.va.us or mailed to address listed above. All questions must be received no later than **12:00 p.m. on February 21, 2023**

Questions will be answered in Addendum format and posted at <https://www.ci.staunton.va.us/departments/finance/procurement>. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on **February 22, 2023**.

A **Mandatory pre-bid meeting** will be held on **February 16, 2023, at 1:00 p.m.** local time in the City's Caucus Room at City Hall, 116 W. Beverley St. on the First Floor.

Contractor registration in accordance with Title 2.2 Chapter 43, Code of Virginia is required.

The envelopes containing the Bids must be sealed, addressed to the **City of Staunton, City Purchasing Agent's Office, Staunton, Virginia 24401**, and marked as Bid for the **RIGHT-OF-WAY TRIMMING & MOWING**.

The bidder shall include in its Bid the following notation:

"State Corporation Commission Registration No. _____" (issued to contractor by the SCC)

The Bid shall remain subject to acceptance for sixty (60) days.

The Owner reserves the right to reject any and all Bids and to waive any minor non-substantive errors in the Bid.

Withdrawal of Bids due to error shall be subject to and in accordance with Section 2.2-4330 of the Code of Virginia and the Contract Documents.

The City of Staunton does not discriminate in the solicitation or awarding of contracts on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law.

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

- 1.1. The City of Staunton, Virginia, (hereinafter called the “**OWNER**”, or “**Public Body**”) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner in the City Purchasing Agent’s office, as specified in the Advertisement for Bid.
- 1.2. Bid documents are available for viewing and downloading from the City’s website at www.ci.staunton.va.us/departments/finance/procurement and also on eVA website at <https://m.vendor.eprocgipdc.com/Vendor/public/AllOpportunities>.
- 1.3. The envelopes containing the bids must be sealed, addressed to City of Staunton at **City of Staunton, Purchasing Agent’s Office, Staunton, Virginia 24401** and designated as bid for: **Right-of-Way Trimming & Mowing**
- 1.4. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

2. PREPARATION OF BID AND SUBMISSION

Each bid must be submitted on the prescribed form in accordance with the following:

- 2.1. Each bid must be properly signed and with all blank spaces filled out, in ink or typewritten. The foregoing certification must be fully completed and executed when submitted. Do not make any modifications, erasures, deletions, additions or changes to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejections of the bid. Submit only the original signed copy of the bid.
- 2.2. Address bids to the Owner, and deliver to the address specified in the Advertisement for Bid. Bid on or before the day and hour set for opening the bids. Enclose each bid in an opaque, sealed envelope or box bearing on the outside the following:
 - 2.2.1. Project Title
 - 2.2.2. Name of the Bidder
 - 2.2.3. Bidder’s address
 - 2.2.4. Registered contractor’s Virginia Certification Number
 - 2.2.5. Date and hour of the bid opening.
- 2.3. The sealed envelope containing the bid must be enclosed in another envelope and mailed to the address as specified in the **Advertisement for Bids**. The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to see

that his bid is received on time. No faxed or emailed bid will be considered. No bids received after the time fixed for receiving them will be considered. Late or incomplete bids may be returned to the bidder. All expenses for making bids to the City shall be borne by the bidder.

- 2.4. Indicate receipt of issued addenda on the Bid Form. All Bidders are advised to check the City's website at www.ci.staunton.va.us/departments/finance/procurement to assure that all Addenda have been received and that the cost consequences thereof have been included in the Bid. Addenda will also be available on eVA website at <https://m.vendor.eprocipdc.com/Vendor/public/AllOpportunities>.
- 2.5. Any bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.
- 2.6. Any bid received after the time and date specified shall not be considered.
- 2.7. Bid shall remain subject to acceptance for sixty (60) days.
- 2.8. The following documents fully completed and signed where appropriate are required for a responsive Bid:
 - 2.8.1. Signed Bid Form which includes acknowledgement of Addenda
 - 2.8.2. State Corporation Commission Registration
 - 2.8.3. Non-Collusion Affidavit
 - 2.8.4. Reference List
 - 2.8.5. W-9 Form

3. SUBCONTRACTS

- 3.1. The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract must be acceptable to the Owner. The bidder must name the subcontractor(s), and the City reserves the right to determine whether any named subcontractor is fit and capable to perform the required work.

4. METHOD OF BIDDING

- 4.1. This is a unit price bid for **Right-of-Way Trimming & Mowing**. See Bid Schedule and Advertisement for Bids for additional information.

5. QUALIFICATIONS OF BIDDER

- 5.1. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder indicates that the bidder is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 5.2. Bids will only be accepted from Contractors who are experienced in and actively engaged in the type of work of the item(s) called for in the bid. No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully any previous contract with the City.
- 5.3. Bidders must certify in the bid form that they are not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or any federal agency.
- 5.4. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or 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 bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

6. BID SECURITY

- 6.1. No Bonds are Required for this Project.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- 7.1. This section is not applicable to this Project

8. TIME AND COMPLETION AND LIQUIDATED DAMAGES

- 8.1. Bidder must agree to commence work **AS INDICATED IN THE ADVERTISEMENT FOR BID and SCOPE OF WORK.**
- 8.2. Bidder must agree to **fully complete the work AS INDICATED IN THE ADVERTISEMENT FOR BID and SCOPE OF WORK.**

9. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- 9.1. Each bidder must inform himself fully of the conditions relating to the work and efforts required as part of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- 9.2. Before submitting a bid, each bidder shall carefully examine and read the Bid Documents, Construction Plans, Project Manual, and all other proposed Contract Documents (including all addenda), and shall visit the site of the work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination and knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.
- 9.3. Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:
- 9.3.1. Inspections
 - 9.3.2. Insurance requirements (Section 2-Insurance of General Conditions)
- 9.4. The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

10. ADDENDA AND INTERPRETATIONS OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- 10.1. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
- 10.2. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit a written request. Every request for such interpretation should be emailed to faulknerms@ci.staunton.va.us or mailed to address in the Advertisement for Bid. All questions must be received no later than **12:00 p.m. on February 21, 2023.**
- 10.3. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at www.ci.staunton.va.us/departments/finance/procurement. It is the responsibility of all bidders to ensure that they have received all addenda and to include

signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on **February 22, 2023**.

- 10.4. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

11. SECURITY AND FAITHFUL PERFORMANCE

- 11.1. No Bonds will be required as part of this project.

12. POWER OF ATTORNEY

- 12.1. This Section is not applicable to this project.

13. NOTICE OF SPECIAL CONDITIONS

- 13.1. See Scope of Work

14. LAWS AND REGULATIONS

- 14.1. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over work required for this contract will be deemed to be included in the contract as though herein written out in full.

- 14.2. Contractor shall comply with Federal and State Requirements.

15. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

- 15.1. The contract will be awarded on the basis of the sum of the Base Bid.
- 15.2. The award will be made to the lowest responsible bidder whose bid conforms to the Advertisement, these Instructions and whose qualifications indicate the award will be most advantageous to the City.
- 15.3. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 15.4. The City will notify all bidders of the award.

16. EXECUTION OF CONTRACT

- 16.1. The form of the Contract, which the successful bidder will be required to execute, is included in the Project Manual.

16.2. After notice from the City, the successful bidder has fourteen (14) business days to enter into a Contract. By executing the Contract, the Contractor certifies that he has reviewed the Contract Documents and the project area and accepts the conditions of each.

16.3. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Owner the following documents, as required by the Owner and the Contract Documents:

16.3.1. Certificates of Insurance and Endorsement

16.3.2. City Business License

16.4. Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. The City of Staunton shall be listed as “Additionally Insured”.

17. OBLIGATION OF BIDDER

17.1. Under Section 2.2-4330, Procedure (A(i)) of the Code of Virginia, a bidder for a contract with the State or any department, institution or agency thereof, or with any county, city, town, school board, or any agency thereof for the construction, demolition, alteration, repair or improvement may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, evidenced by the inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder must give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure.

18. ADJUSTMENT OF CONTRACT

18.1. The Owner reserves the right to expand this contract to include work of the type defined in the project specifications, to other areas of the City. This expansion would be contingent upon the Contractor agreeing to perform the additional work at the same contract prices found in the proposal for the original contract.

18.2. The owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities as deemed in the best interest of the Owner. Adjustments of contract unit prices will not be considered for overruns or underruns of the original bid quantities. Unit price adjustments will not be made in the event of the elimination of any other associated bid item.

19. MANDATORY PRE-BID MEETING

19.1. A mandatory pre-bid meeting will be held. See **Advertisement for Bid** for details.

20. CITY BUSINESS LICENSE

20.1. City of Staunton Business License is required for successful award of this project. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Owner a copy of their City Business License. The bidder shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Staunton Commissioner of Revenue office at 540- 332-3829.

21. STANDARDS AND SPECIFICATIONS

21.1. Work in this project shall conform to the project documents, current Virginia Department of Transportation (VDOT) Virginia Work Area Protection Manual (VWAPM), current Manual of Uniform Traffic Control Devices (MUTCD), current Virginia Erosion and Sediment Control handbook, current Virginia Erosion and sediment Control regulations, current VDOT Road and Bridge specifications, current VDOT Road and Bridge Standards, and current City of Staunton Design and Construction Standards manual.

22. CONSIDERATION OF PROJECT COMPLEXITIES

22.1. In preparing this bid, Contractor shall understand and account in their costs for the complexities involved in administering the construction required by this Contract. Contractor shall be aware that the project area receives regular traffic during the work day. Contractor shall accommodate such traffic through and around the work area in a safe and well-marked manner.

22.2. Submission of a bid shall be an affirmation that the Contractor understands these complexities and difficulties associated with this project, that he has included in his bid a sufficient dollar amount to compensate for the additional time and effort these complexities and difficulties will require on his part, and that he understands that the Owner will not accept any claim for time extension or additional costs associated with them.

23. INSURANCE REQUIREMENTS

23.1. By signing and submitting a bid or proposal the contractor certifies that if awarded the contract, they will have the insurance coverages as outlined in Section 2 - Insurance of the General Conditions at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

BIDDER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature:_____ Date:_____

Name:_____ Title:_____

Name of Firm:_____

This document must be completed & returned with bid submission.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

To: City of Staunton
City Hall
P.O. Box 58
Staunton, Virginia 24402

Gentlemen:

The undersigned, as Bidder, does hereby declare that the only person, persons, company or parties interested in this Bid are named herein; that this Bid is made and that the Contract will be executed without collusion with any other person or persons presenting any Bid for the same work, labor and materials; that this Bid is in all respects fair and just and that no person prohibited therefrom by law is directly or indirectly interested in this Bid, nor in the labor and materials to which it relates, nor in any portion of the profits thereof.

The undersigned does further declare that he has personally examined the site of the proposed work and made such investigation as is necessary to determine the general and local conditions and the character of the work to be encountered; that he has carefully examined each and every item of the annexed Contract Documents and the Plans and Specifications pertaining hereto, and that he fully understands the same, and will make no claim, other than as stated therein, because of any misunderstanding or misconception concerning the nature, character or amount of work to be done.

The undersigned does hereby offer and agree to execute and perform the Contract attached hereto, and of which this Bid forms a part; and to furnish all of the labor, materials, tools, equipment, transportation and superintendence for the construction; in strict conformity with the drawings and specifications. The undersigned further proposes to perform the work at the prices set opposite each item, it being understood that the quantities given are estimates only and payment will be made on the basis of actual quantities as developed during the construction.

This document must be completed & returned with bid submission.

BID FORM**Right-of-Way Trimming & Mowing**

***This document must be completed & returned with bid submission.**

****All items are to be quoted per Scope of Work and Bid Advertisement.**

Bid Item #	Description	Events per Contract Period	Unit Price (Price per Event)	Item Total (Events x Unit Price)
Section A - Variable Frequency Items - All area called out to be trimmed/mowed on the plan sheet listed and NOT designated as "only twice a year"				
A1	Plan Sheet 1	4		
A2	Plan Sheet 2	4		
A3	Plan Sheet 3	4		
A4	Plan Sheet 4	4		
A5	Plan Sheet 5	4		
A6	Plan Sheet 6	4		
A7	Plan Sheet 7	4		
A8	Plan Sheet 8	4		
A9	Plan Sheet 9	4		
A10	Plan Sheet 10	4		
A11	Plan Sheet 11	4		
A12	Plan Sheet 12	4		
A13	Plan Sheet 13	4		
A14	Plan Sheet 14	4		
A15	Plan Sheet 15	4		
A16	Plan Sheet 16	4		
A17	Plan Sheet 17	4		
A18	Plan Sheet 18	4		
A19	Plan Sheet 19	4		
A20	Plan Sheet 20	4		
A21	Plan Sheet 21	4		
A22	Plan Sheet 22	4		
A23	Plan Sheet 23	4		
A24	Plan Sheet 24	4		
A25	Plan Sheet 25	4		
A26	Plan Sheet 26	4		
A27	Plan Sheet 27	4		

A28	Plan Sheet 28	4		
A29	Plan Sheet 29	4		
A30	Plan Sheet 30	4		
A31	Plan Sheet 31	4		
A32	Plan Sheet 32	4		
A33	Plan Sheet 33	4		
A34	Plan Sheet 34	4		
A35	Plan Sheet 35	4		
A36	Plan Sheet 36	4		
A37	Plan Sheet 37	4		
A38	Plan Sheet 38	4		
A39	Plan Sheet 39	4		
Subtotal Section A				

Section B - Biannual Frequency Items - All area called out to be trimmed/mowed on the plan sheet listed and designated as " only twice a year "				
B1	Plan Sheet 24	2		
B2	Plan Sheet 26	2		
Subtotal Section B				

TOTAL (Sum of Sections A & B) =

TOTAL BASE BID:

WORDS

FIGURES

BID FORM

The undersigned agrees to complete the work enumerated herein **in accordance with Paragraph 8 of Instructions to Bidders**. It is expressly understood and agreed that the time of beginning, rate of progress, and the date of completion are essential conditions, and that in the event of failure to complete the work within the above specified time, the Contractor will be liable for the payment of liquidated damages as provided in **Paragraph 8 of Instruction to Bidders**. Extensions may be granted, upon written request, for inclement weather and for any other cause not the fault of the Contractor. The City reserves the right to shut the project down for extended periods due to inclement weather. Deadline extensions will be made to equally compensate for periods of shut down.

The undersigned likewise agrees that he will execute and deliver the Contract hereto attached within fourteen (14) business days, and City of Staunton holidays excepted, after notification of the acceptance of this Bid and award of the Contract; and will furnish a performance and a payment bond for the total amount of the accepted Bid on the forms provided in the Contract Documents, satisfactory to the Owner as surety for the faithful performance and completion of the Contract and the payment of all subcontractors, material dealers and labor.

The undersigned certifies that he understands that it is the intent of the drawings, and the Contract Documents, that the work be completed in every respect and that no additional compensation will be allowed for minor tasks necessary to completely perform the work.

The undersigned acknowledges Addenda:

Addenda No. _____

Addenda _____

Addenda No. _____

Addenda _____

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions in making up this Bid.

Contractor

Title: _____

Address: _____

SCC Number

Contractor's IRS Number

Telephone: _____

Dates this _____ day of _____ 2023

By: _____

Printed Name: _____

This document must be completed & returned with bid submission.

END OF BID FORM

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

- ☐ 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 Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-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 Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

****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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

This document must be completed & returned with bid submission.

END OF STATE CORPORATION COMMISSION FORM

CERTIFICATION REGARDING CONTACT WITH CHILDREN

Contractor acknowledges that, to the extent the implementation of this contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Staunton Public Schools' students, the Contractor hereby certifies, and is deemed to be continuously certifying, that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Staunton Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

It is certified, now and on a continuous basis, that none of our employees, or any person on our behalf who will have direct contact with students under this contract, has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor

By: _____

Name: _____

Title: _____

Date: _____

This document must be completed & returned with bid submission.

END OF CERTIFICATION REGARDING CONTACT WITH CHILDREN

NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;
- (2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Title _____

Firm Name _____

CITY / COUNTY OF _____

STATE OF _____, to wit:

I, _____, a Notary Public, do certify that

_____ whose name is signed to the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20____.

My Commission expired _____.

Notary Public

This document must be completed & returned with bid submission.

END OF NON-COLLUSION AFFIDAVIT

REFERENCE LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____
Phone #: _____
Project: _____

Contact Person: _____
Email: _____
Dates of Service: _____

Reference #2

Company: _____
Phone #: _____
Project: _____

Contact Person: _____
Email: _____
Dates of Service: _____

Reference #3

Company: _____
Phone #: _____
Project: _____

Contact Person: _____
Email: _____
Dates of Service: _____

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

Terminated Reference *(if Applicable)*

Company: _____
Phone #: _____
Project: _____

Contact Person: _____
Email: _____
Dates of Service: _____

Company Background *(Attach additional sheets if necessary.)*

Number of Years in Business: _____

Overview of Work History, Experience & Background of Company:

This document must be completed & returned with bid submission.

END OF REFERENCE LIST

CONTRACT

THIS CONTRACT, dated this _____ day of _____, 20____, for identification, is made by and between the **CITY OF STAUNTON, VIRGINIA (the “OWNER”)**, a municipal corporation of the Commonwealth of Virginia acting by and through its City Manager, and _____ (The “CONTRACTOR”), a _____
(name of Contractor) (State)
Corporation licensed and registered to do business in the Commonwealth of Virginia.

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT: RIGHT-OF-WAY TRIMMING & MOWING

Hereafter called the PROJECT, for a sum not to exceed

_____ under the terms of the contract documents.

For said price, the CONTRACTOR is to furnish all materials, labor, superintendence, equipment, tools, machinery, and other accessories and services necessary to complete the said PROJECT.

The Contract Documents, which comprise the entire CONTRACT between OWNER and CONTRACTOR, consist of the following:

1. This Contract (pages 1 through 3, inclusive)
2. Instructions to Bidders
3. Signed and Completed Bid Form
4. Certificate of Insurance and Endorsement
5. Notice of Award
6. Notice to Proceed
7. Federal and State Requirements
8. City’s Advertisement to Right-of-Way Trimming & Mowing
9. General Conditions
10. Special and Supplemental Conditions
11. Scope of Work Narrative
12. Scope of Work Plan Sheets
13. Documentation submitted by Contractor prior to Notice of Award
14. Any modifications or change orders, duly delivered after execution of Contract.

Said documents are those prepared by the City Department of Public Works or its assigned representative for the specific PROJECT.

The OWNER agrees to make payment to the CONTRACTOR in accordance with the General Conditions and for the price specified in the bid for work completed as stated above as the sum to be paid.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the Proposal and to make payments on account thereof as provided in the General Conditions and the Special and Supplemental Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

_____	_____ (Seal)
Superintendent of Street's Initials	City Manager or Authorized Representative

Director of Finance Initials

Approved as to Legality and Form:

_____	_____ (Seal)
City Attorney	Contractor

_____	By: _____
Secretary	

_____	_____
Witness	Title

Address

Note: Secretary of the OWNER should attest. If CONTRACTOR is a corporation, Secretary should attest.

END OF CONTRACT

GENERAL CONDITIONS

1. INTENT

- 1.1. The Contract Documents comprise the entire Contract between the City and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 1.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.
- 1.3. Plans and Specifications – All Work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be executed and furnished by the Contractor as if described in both these ways; and should any work or materials be required which are not detailed in the Specifications or Plans, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required, and shall perform all such work and furnish any such materials as fully as if they were particularly delineated and described. The Contractor shall keep one copy of all Plans and Specifications on the project at all times.
- 1.4. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

2. INSURANCE

- 2.1. The Contractor shall not commence Work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.
 - 2.1.1. The Contractor shall procure and maintain during the life of this contract Worker's Compensation Insurance as required by applicable Virginia law for all of his employees to be engaged in Work at the site of the Project under this contract and, in case of any such Work sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such Work unless such employees are

covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's Liability Insurance for the protection of such of his employees as are not otherwise protected.

2.1.2. Contractor's General Liability and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of the contract Contractor's General Liability Insurance and Vehicle Liability Insurance in the amounts specified in Section 2.1.3 below.

2.1.3. Subcontractor's General Liability and Vehicle Liability Insurance: The Contractor shall either:

2.1.3.1. require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's General Liability and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (2.1.2) hereof; or

2.1.3.2. insure the activities in his policy, specified in subparagraph (2.1.2) hereof.

2.1.4. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (2.1.2) and (2.1.3) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract.

2.1.5. Proof of Carriage of Insurance: The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies.

2.2. Special Hazards – The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

2.2.1. Owner's Protective Liability Insurance

2.2.2. Contractor's Completed Operations

All insurance coverages shall be written by companies licensed to do business in Virginia and shall be administered by a Virginia registered agent and shall list the City as an additional insured.

- 2.3. General Liability, Vehicle Liability, and Worker's Compensation Insurance: The Contractor's General Liability Insurance, Vehicle Liability Insurance, and Worker's Compensation Insurance shall not be less than \$2,000,000, \$500,000, and \$500,000 respectively. BUILDERS RISK will not be required as part of this project.

2.3.1. The Contractor shall either:

- 2.3.1.1. Require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's General Liability and Vehicle Liability Insurance of the type and in the same amounts as specified in the preceding paragraph; or

- 2.3.1.2. Insure the activities of his Subcontractors in his own policy.

3. AVAILABILITY OF LANDS

- 3.1. City shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Upon reasonable written request, City shall furnish Contractor with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and City's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. City shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which Contractor will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by City, unless otherwise provided in the Contract Documents. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 3.2. Work in Public Rights-of-Way - The Contractor shall perform all his operations in a manner that will cause the minimal possible disruption to the normal vehicular and pedestrian traffic. The Contractor shall not block streets or highway to traffic without the prior consent of the City. Flagmen, lights, barricades, and construction signs shall be provided as directed by City. All barricades, signs, cones, etc. must conform to the guidelines established by the Manual of Uniform Traffic Control Devices (M.U.T.C.D.) and the Virginia Work Area Protection Manual. All flagmen must be Virginia Department of Transportation certified. Pavement, shoulders, ditches, drainage structures and all other facilities disturbed during the construction shall be restored to their original condition, at the Contractor's expense except for work specifically itemized in the proposal. The Contractor shall be responsible for the repair and maintenance of all areas disturbed within said rights-of-way and easements.

4. SCHEDULE

- 4.1. Schedule of Work – no schedule submittal is required for this project. Contractor must follow the schedule as **AS INDICATED IN THE ADVERTISEMENT FOR BID.**

5. CONTRACTOR'S RESPONSIBILITIES

- 5.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 5.2. The Contractor shall keep on the work during its progress, a competent superintendent, satisfactory to the City and any directions given to such superintendent shall be as binding as if given to the Contractor. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by Points and Instructions, it shall be his duty to immediately inform the City in writing, and the City shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.
- 5.2.1. The contractor shall provide a superintendent and work force that is cooperative and friendly with the business community and general public. Abusive language and actions are prohibited.
- 5.3. Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 5.4. Unless otherwise specified in the Contract Documents, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 5.5. Throughout the course of the construction, the Contractor shall maintain the project free from any conditions, which may result in danger or nuisance to the public, including but not limited to grass clipping, trash, equipment, and tools.

- 5.5.1. The Contractor is advised to take steps necessary to provide the safety necessary to protect the general public in the area.
- 5.6. Contractor shall obtain and pay for all construction permits and licenses. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening Bids, or, if there are no Bids, on the Effective Date of the Contract.
- 5.7. Representatives of the City, as well as representatives of Local, State and Federal agencies and parties having an interest in the project shall have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and review.
- 5.8. During the performance of this contract, the Contractor agrees to
 - 5.8.1. provide a drug-free workplace for the Contractor's employees
 - 5.8.2. 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 and such prohibition
 - 5.8.3. 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
 - 5.8.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that such provisions will be binding upon each Subcontractor or vendor.
- 5.9. Contractor certifies that it does not and will not during the performance of this Contract violate:
 - 5.9.1. The provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens.
 - 5.9.2. The provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

6. SUBCONTRACTS

- 6.1. Contractor shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

- 6.2. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between City and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the City to pay or to see the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.3. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the City through Contractor.
- 6.4. The Contractor shall, as directed by the Owner, remove from all public and private property, at his own expense, all temporary structures, rubbish and waste materials, resulting from his operations; and shall leave the site in a neat, orderly condition.

7. OWNER'S RESPONSIBILITY

- 7.1. The Owner through his designated representatives shall have general supervision and direction of the work. He has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work as in his judgment is required, to order the force increased or diminished and to decide questions which arise in the execution of the work.
- 7.2. Wherever work being done by the City's forces or by other Contractors is contiguous to work covered by this Contract the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.
- 7.3. If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the City after three days' written notice to the Contractor, may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 7.4. City shall promptly furnish the data required under the Contract Documents and shall make payments to Contractor promptly when they are due.

- 7.5. City shall provide inspection of the Contractors Work.
- 7.6. The City shall have the right at any time, for reasons which appear good to them, to annul this Contract upon giving written notice to the Contractor, in which event the Contractor shall be entitled to the full amount of the estimate for the work done by him under this Contract up to the time of such annulment, including the retained percentage. The Contractor shall be reimbursed by the City for such expenditures that are not otherwise compensated for, and as are required in preparing for and moving to and from the work; the intent being that an equitable settlement shall be made with the Contractor.

8. CHANGES IN WORK

- 8.1. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order additions, deletions or revisions in the work. Any additions, deletions or revisions will be authorized by a Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.
- 8.2. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 8.3. City and Contractor shall execute appropriate Change Orders covering:
 - 8.3.1. Changes in the Work which are ordered by City;
 - 8.3.2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
 - 8.3.3. Changes in the Contract Price or Contract Times, which embody the substance of any written decision, rendered by the City.

9. CHANGES IN CONTRACT PRICE

- 9.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in Contract Price.
- 9.2. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to City promptly after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 20 days after the start of such occurrence or event and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

9.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

9.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved.

9.3.2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum.

10. CHANGES IN CONTRACT TIMES

10.1. The Contract Times may only be changed by a Change Order except for inclement weather days as determined by the City. Such inclement weather days shall be maintained by the City and added to the number of days permitted for completion of the Project. Any claim for an adjustment of the Contract Times shall be based on written notice delivered by the party making the claim to the other party and to City promptly after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 20 days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times shall be determined by City. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

10.2. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by City, acts or neglect of utility owners, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within control of Contractor.

10.3. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both City and Contractor, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall City be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

10.3.1. delays caused by or within the control of Contractor, or

10.3.2. delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners.

11. INDEMNIFICATION

- 11.1. The Contractor agrees to indemnify, defend and hold harmless the City, its members of Council, officers, directors, agent and employees, against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property arising out of services performed hereunder or by reason of the intentional or negligence acts or omissions of the Contractor, its employees, agents or sub-consultants, including any independent contractors.

12. SEPARATE CONTRACTS

- 12.1. The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

13. PAYMENT

- 13.1. Payment shall be made based on work completed.
- 13.2. Failure by the City to make payments at the time provided by this Contract shall give the Contractor the right to suspend work until payment is made, or, at his option, after thirty days written notice, should the City continue to default; to terminate this Contract and recover the price of all work done and materials provided and all damages sustained; and such failure to make payment at the time provided shall be a bar to any claim by the City against the Contractor for delay in completion of the work, due to such suspension or failure to pay.
- 13.3. Payments to Subcontractors: The Contractor shall take one of two actions within seven days after receipt of payment by the City:
- 13.3.1. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under that contract; or
 - 13.3.2. Notify the City and Subcontractor, in writing, of his intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to any Subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment by the City for work performed by the Subcontractor. Interest shall accrue at the rate of 1 percent per month.

- 13.4. Upon the completion of the work and its final acceptance by the City, the Contractor shall submit his final estimate over his signature, covering work provided for in this Contract,

completed and accepted by the City under the terms and condition hereof, whereupon the balance found to be due the Contractor, shall be paid to the Contractor within 30 days of receipt of the final estimate by the City, provided that, before the payment of said final estimate the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills and outstanding indebtedness in connection with the work have been paid. The payment of the final estimate due under this Contract and any and all alterations of same, shall release the City and the officers and agents thereof, from any and all claims or liabilities on account of the work performed and materials furnished under this Contract or any alterations thereof.

14. DISCRIMINATION

14.1. During the performance of this contract, the Contractor agrees as follows:

- 14.1.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or 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.
- 14.1.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 14.1.3. 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 16.1.1, 16.1.2, and 16.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vender.

15. CLAIM PROCESS

- 15.1. The OWNER and CONTRACTOR each hereby waive all right to trial by jury in any matter arising out of or in any way connected with this CONTRACT or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation. Absent agreed resolution, the process to assert a claim against the City is to present it in writing to the Appropriate City Department Director; and absent acceptance of the decision of the Streets Superintendent, then appeal in turn to the City's Director of Public Works, City Manager or designee and ultimately to Council, with each such appeal to be submitted in writing within 10 calendar days of prior decision, identifying in writing on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision and the resolution or remedy which would be

acceptable. With any claim that reaches City Council, the City Council shall decide the claim within 60 days of when it was submitted to the City Manager or designee.

END OF GENERAL CONDITIONS

SPECIAL AND SUPPLEMENTAL CONDITIONS

RIGHT-OF-WAY TRIMMING & MOWING

These Special and Supplemental Conditions amend or supplement the General Conditions and Specifications and other provisions of the Contract Documents as indicated. All provisions which are not so amended or supplemented remain in full force and effect.

END OF SPECIAL AND SUPPLEMENTAL CONDITIONS

Right-of-Way Trimming & Mowing

SCOPE OF WORK NARRATIVE

The City of Staunton seeks a qualified Contractor to trim vegetation and/or mow sections of right-of-way throughout the City. The locations of these area are as indicated on the Scope of Work Plan Sheets ("Plans"). Special instructions applicable to each individual site are listed on the Plans and shall be adhered to by the Contractor. The following scope and general requirements apply to the project area and work.

1. Method

The vegetation present on the area of right-of-way noted on the Plans to be trimmed or mowed shall be cut using suitable equipment as preferred by the Contractor and approved by the City, including mowers, trimmers, hand tools, and others.

2. Cutting Height

Unless otherwise noted, all vegetation shall be cut to 2½" to 3½" high. It should be noted that the City will spray weed killer in the area immediately adjacent to guardrails; thus, the Contractor shall cut the vegetation within 1' of guardrails as low as possible (1" or shorter preferred).

3. Obstructions

Contractor shall trim/mow at least 3' around any sign post, power pole, guy wires, fire hydrant, mailbox, or other obstruction within the project area, unless noted otherwise.

4. Project Area

The project area is as shown on the Project Plans.

5. Work Quality

All trimming/mowing of City of Staunton right-of-way shall be performed in a professional manner using trained employees, quality equipment, methods and materials.

6. Equipment

Contractor's equipment shall meet all applicable safety requirements including State and Federal safety regulations, including VIOSH and OSHA. Only equipment manufactured specifically for trimming/mowing is acceptable. Equipment is to be maintained as per manufacturer's recommendations. Cutting edges are to be maintained so turf is cut cleanly and uniformly. Dull cutting equipment shall NOT be used. Safety guards shall be in place and in use at all times.

7. Trash & Debris Removal

Prior to trimming/mowing, contractor shall remove all debris from the work area including but not limited to paper, cans, bottles, bottle caps, sticks, limbs, and any and all other material that could be deemed as "trash". Grass clippings shall be cleared from all roadways, sidewalks, curb lines, and parking areas. No clippings shall be left in

stormwater structures or convenances. The Contractor shall dispose of trash promptly and at their own expense.

8. Schedule

Allowable work hours for this project will be 7:00 a.m. to 7:00 p.m. Monday through Fridays, excepting weekends and City of Staunton holidays. Trimming & Mowing on weekends or City Holidays is not permitted.

For those areas in Section A (those areas on the Plans not called out for only twice a year), Contractor shall commence trimming/mowing operations within 30-35 days after the previous completion, unless directed otherwise by the Streets Superintendent.

For those areas in Section B (those areas on the Plans called out for only twice a year), Contractor shall perform the first trimming/mowing in late June or during July and the second in September or October, unless directed otherwise by the Streets Superintendent.

9. Damages

Contractor shall be responsible for all damages including but not limited to mailboxes, posts, trees, shrubs, private and public property. All damage is to be reported to the Superintendent of Streets or his designee. Contractor is responsible for personal and property damage from rocks, etc. thrown from equipment and damage that is caused by their equipment.

10. Inspections

Contractor shall permit initial and on-going inspection of equipment, safety programs by City staff.

11. Personnel

- a) Contractor shall complete all items of work under the direction of the City of Staunton Streets Superintendent or his designee. Contractor shall be responsible for the conduct, behavior and actions of his Employees.
- b) The contractor shall have an English-speaking supervisor on site at all times while work is being performed under this contract.
- c) Contractor shall supply the City with a telephone number that is monitored by English speaking contractor staff between the hours of 7:00 am and 7:00 pm, Monday thru Friday.
- d) The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the project any person not reasonably proficient in the work assigned.
- e) The City will, throughout the Contract Term and any renewal term(s), have the right of reasonable rejection and approval of staff or subcontractors assigned under this Contract by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

- f) The Contractor shall ensure their personnel are equipped with and use all appropriate Personal Protective Equipment to prevent injury.

12. Safety

- a) For the protection of his personnel, the contractor is required to provide safety equipment and safety training in accordance with OSHA and other State and Federal Regulations. (ANSI Class 3 vests are required.) Equipment shall be operated in a manner which shall not endanger vehicles, pedestrians or the operator. All the manufacturer's safety devices/guards shall be in place and used at all times. Equipment shall only be used in accordance with its manufacturer's recommendations.
- b) The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to their employees, City staff, and the public, who may be affected by the Work.

13. Signage

The Contractor shall be responsible for traffic control during all trimming/mowing and litter removal operations. The Contractor shall be responsible for furnishing all signs, sign stands, flags, cones, arrow panels, truck-mounted attenuators, vehicles, and other items necessary for traffic control. The Contractor shall be responsible for displaying and removal of traffic control. The Contractor shall remove signs and stands at the end of each day's work. The Contractor shall adhere to the most current edition of the Virginia Work Area Protection Manual (VWAPM) and Manual of Uniform Traffic Control Device (MUTCD).

14. Accidents

In the case of any accident including but not limited to involving Vehicle, Pedestrian, Employee or other persons and property. The Contractor, after calling 911 and/or the local police department as needed, shall immediately contact the City of Staunton Public Works Department (540-332-3892) and report all details of the incident.

END OF SCOPE OF WORK NARRATIVE