

DEPARTMENT OF FINANCE

INVITATION TO BID

July 13, 2023

BID #: G00223
BID TITLE: Cochran Judicial Center DLSS Roof
BID DUE / OPENING DATE: August 7, 2023
DELIVERY DATE: Work shall begin within 15 Days of Notice to Proceed
MANDATORY July 19, 2023, 9:00 A.M. @ Cochran Judicial Center,
PRE-BID MEETING: 113 East Beverley St, Staunton, VA 24401.
BID BOND REQUIRED: Yes, (Attachment A)

The City of Staunton is seeking written bids from qualified Class A contractors to replace the existing standing seam metal roofing system at the Cochran Judicial Center with a 1" Double Lock Standing Seam (DLSS) metal roofing system, in accordance with the attached specifications.

All bids must be submitted in a sealed envelope plainly marked, **"Bid No. G00223 – COCHRAN JUDICIAL CENTER DLSS ROOF"**, with the name and address of the bidder in the upper left-hand corner and accompanied by complete specifications for the items offered. **E-Mail and facsimile responses are not acceptable.** No responsibility will attach the Owner or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.

Please quote lowest price and best delivery on items listed. Advise what discount, if any will be allowed for payment within a specified time. Terms and delivery date must be specified.

Right is reserved to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Staunton.

The City does not discriminate against small and minority businesses or faith-based organizations.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail To:

Chad Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058
(540) 332-3819

Overnight To:

Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24401
(540) 332-3819

CITY OF STAUNTON

BID FORM

<u>DESCRIPTION</u>	<u>TOTAL COST</u>
Provide all materials, equipment, labor and supervision to remove the old metal standing seam roofing system and install a new 1" Double Lock Standing Seam Roofing System to The Cochran Judicial Center in accordance with provided specifications.	\$
Repair ridge beam in accordance with provided specifications.	\$
Use Square Foot for cost of board replacement for damaged or rotted wood.	\$ /SqFt
TOTAL	\$

Add/Alternate: Replace existing gutter on north side of structure with new copper guttering in accordance with provided specifications.	\$
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NOTE: For bid to be considered complete, all required documentation must be included in the bid package.

PER ATTACHED SPECIFICATIONS

OFFER

To Purchasing Department:

In compliance with the bid information, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified. **TERMS:** _____

BIDDER/COMPANY NAME: _____

BY: _____

TYPED NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY AND STATE: _____

VIRGINIA SCC NUMBER: _____

DATE: _____ **PHONE:** _____ **FAX:** _____

COCHRAN JUDICIAL CENTER DLSS ROOF REPLACEMENT SPECIFICATIONS

The City of Staunton is seeking written bids from qualified Class A contractors to replace the existing standing seam metal roofing system at The Cochran Judicial Center with a 1” standing seam metal roofing system, in accordance with the attached specifications.

Bid Questions and Addenda: All questions related to the Bid or requests for clarification must be submitted **in writing** to Christopher Hull, Superintendent of Facility Services, hullcr@ci.staunton.va.us, **no later than 2:00 p.m. on July 25, 2023**. Oral questions will not be permitted.

Prior to submitting their bids, it is the contractor’s responsibility to check the City of Staunton website (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation to Bid. Any addenda and all questions and answers will be posted to this site by close of business on **July 26, 2023**. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

Bid Schedule

Invitation to Bid Posted	July 13, 2023
Mandatory Pre-bid Meeting	July 19, 2023 at 9:00 a.m.
Questions Submission Deadline	July 25, 2023 at 2:00 p.m.
Addenda and Questions & Answers Posted	July 26 2023 by 5:00 p.m.
Bid Submission Deadline	August 7, 2023 by 2:00 p.m.
Contract Award	August 8-11, 2023

Mandatory Pre-Bid Meeting

The Mandatory Pre-Bid Meeting will be held at the Cochran Judicial Building located at 113 E. Beverley Street, Staunton, VA 24401 on July 19, 2023 at 9:00 A.M. Please be aware that weapons of any sort are NOT PERMITTED WITHIN THE BUILDING and all Cell phones should be kept with Ringers OFF, in silent mode at all times.

GENERAL SPECIFICATIONS

Prior Notification:

Contractor shall schedule work to be completed with **Christopher Hull, Superintendent of Facility Services** hullcr@ci.staunton.va.us.

Notification of Subcontractors and Suppliers

The bidder warrants that all subcontractors and suppliers of materials shall have been advised of and shall have agreed to conform to these specifications prior to beginning work.

General Requirements

It is the Bidder’s responsibility to verify the total area of roof to be replaced prior to making a bid. (Drawing A3 shows *approximately* 8,000 sq ft., but measurements are not guaranteed.) Contractor shall provide specific environmental requirements, if any, which the City of Staunton will need to meet prior to starting the work, e.g., power or space needs which the City of Staunton must provide to conform with the manufacturer's recommended requirements for the system.

During the course of the work, the contractor shall cause as little inconvenience as possible to the City of Staunton and will maintain the work site free from any conditions that may result in danger or nuisance to employees and their daily work schedule.

Equipment:

All equipment including, but not limited to, scaffolding, lifts and ladders and all other necessary equipment shall be provided by the successful contractor, at their cost, and must meet all applicable OSHA, local, state, and federal safety codes.

Existing Utility Lines:

The Contractor shall not disturb or damage any existing utility lines found above or below ground whether shown on the Plans or not. If during the course of the work any disturbance, or breakage should occur, the Contractor shall replace, at his own expense, the affected utility lines to the satisfaction of the City of Staunton and the proper utility company. The Contractor shall bear full responsibility for any damage to life and/or property incurred as a result of such disturbance or damage to existing utility lines. Special attention should be paid to the Code of Virginia, Sections 59.1-406 - 59.1-414 - "Overhead High Voltage Line Safety Act".

PROJECT SPECIFICATIONS

SECTION 07610 STANDING SEAM ROOF PANELS

COCHRAN JUDICIAL CENTER - 2023 ROOF REPLACEMENT PROJECT

I. GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the bid documentation, including Conditions of the Contract, apply to this section.

1.2 SUMMARY

- A. Mechanically seamed standing seam metal roof panels over prepared wood deck substrate.
 - 1. Remove and dispose of the existing metal roof system, associated flashings, terminations, and underlayment.
 - 2. Replace any areas of deteriorated wood decking in like kind materials.
 - 3. Install the specified high temperature underlayment over the existing wood deck.
 - 4. Install the specified standing seam metal roof panels over the newly installed high temperature underlayment.

1.3 REFERENCES

- A. American Iron and Steel Institute (AISI):
 - 1. SG02-1: 2001 Edition of the North American Specification for the Design of Cold Formed Steel Structural Members.

B. American Society for Testing and Materials (ASTM):

1. A653-03: Specification for Steel Sheet, Zinc-coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
2. B69-08: Standard Specification for Rolled Zinc.
3. D968-05e1: Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasion.
4. D1056-00: Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
5. D3575-00e1: Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
6. E283-04: Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
7. E331-00: Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.

C. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):

1. Architectural Sheet Metal Manual, 5th edition.

1.4 SYSTEM DESCRIPTION

- A. It is the intent of this specification to install a long-term, quality roof system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Please discuss any concerns with the Owner and Roofing System Manufacturer.

1.5 SUBMITTALS.

- A. Shop drawings: Show roof panel system with flashings and accessories in plan and elevation; sections and details. Include metal thickness' and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations. Indicate relationships with adjacent and interfacing work. Shop drawings to be prepared by metal roof panel manufacturer.
- B. Design Test Reports.
1. Submit copies of design test reports for each of the performance testing standards listed in specification section 2.1.
 2. Test reports shall be performed by independent, accredited test in laboratories, and shall bear the seal of a registered professional engineer.
- C. Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification section 1.8.
- D. Samples.

1. Submit sample of panel section, at least 6" x 6" showing seam profile.
2. Submit sample of panel clip, gable clip, batten seam cap with sealant, and preformed metal and foam closures.

1.6 DELIVERY, STORAGE, AND HANDLING.

- A. Inspect materials upon delivery.
- B. Handle materials to prevent damage.
- C. Store materials off ground providing for drainage; under cover providing for air circulation; and protected from any debris.

1.7 QUALITY CRITERIA/INSTALLER QUALIFICATIONS.

- A. Engage an experienced metal roofing contractor (erector) to install standing seam system who has a minimum of five (5) years' experience specializing in the installation of structural standing seam metal roof systems.
- B. Contractor must be certified by manufacturer specified as supplier of standing seam system and obtain written certification from manufacturer that installer is approved for installation of specified system.
- C. Successful contractor must obtain all components of roof system from a single manufacturer. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.
- D. Fabricator/Installer shall submit work experience and evidence of adequate financial responsibility. Owner reserves the right to inspect fabrication facilities in determining qualifications.
- E. Applicable erection tolerances: Maximum variation from true planes or lines: 1/4" in 20'0"; 3/8" in 40'-0" or more.

1.8 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's Weathertight Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.

1. Warranty Period:

- a. Warranty period shall be a 10-year Manufacturer's Warranty from date of Substantial Completion.

- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following Substantial Completion of the Work.

1. Warranty Period:

- a. Three (3) years from the date of Substantial Completion.

1.9 MANUFACTURER INSPECTIONS

- A. The roofing system manufacturer shall provide the following at no additional cost to the owner:
 1. Onsite project inspections shall be performed:
 - a. Daily over the first seven (7) consecutive workdays from project commencement.
 - b. No less than three (3) out of every five (5) workdays for the remaining duration of the project.
 2. Provide observation reports to the Owner, with a daily log and photographic documentation indicating procedures followed, weather conditions and any discrepancies found during inspection. Reports shall be submitted to the Owner on a weekly basis.
 3. All job site inspections shall be performed by a full-time employee of the roof system manufacturer, or parent company, with a minimum of two (2) years continuous, full-time employment history as a technical representative whose primary job description is to assist, inspect and approve metal roof installations for the roof system manufacturer.
 4. Manufacturer to perform annual inspections of the roof system over the warranted life of the roof and provide owner with a photo inspection report documenting system conditions and any deficiencies requiring maintenance or repair in order to maintain warranty compliance.
 5. Contractor shall provide a Manufacturer's Certification letter, stating that the roof system manufacturer will provide the inspection services as described in this section. The letter must include the name, contact information, and years of experience of the inspector. This form must be notarized and signed by an officer of the manufacturer.

II. PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Thermal Expansion and Contraction.
 1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, or reducing performance ability.
 2. The design temperature differential shall be not less than +/- 220 degrees F.
 3. Interface between panel and clip shall provide for three (3) inches total thermal movement in the longitudinal direction.
- B. Air infiltration: The panel system shall be tested in accordance with ASTM E283, and meet or exceed the following performance requirements. Tests conducted on steel systems of identical panel and clip configuration shall be acceptable for zinc and aluminum panels.

Pressure	Area Leakage Rate
6.24 PSF	0.006 cfm/sq.ft.

- C. Static air pressure water infiltration: The panel system shall be tested in accordance with ASTM E331, and meet or exceed the following performance requirements. . Tests conducted on steel systems of identical panel and clip configuration shall be acceptable for zinc and aluminum panels.

Pressure	Result
5 Gal/Hr per S.F. and Static Air Pressure of 15.0 psf for 15 minutes	No Leakage

2.2 STANDING SEAM ROOFING SYSTEM

A. Basis of Design: DLSS metal roofing system

1. A Ridge Cap will not be allowed. The ridge is to be a hand-crimped, double-lock seam, with a field-applied bead of metal roof sealant along the inside.

B. Panel Materials

1. Painted, metallic-Coated Aluminum Sheet: Restricted flatness aluminum or zinc sheet metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A755/A755M.
 - a. Recycled Content: Provide aluminum or zinc sheet with average recycled content such that postconsumer recycled content plus one-half of pre-consumer recycled content is at least 70 percent.
 - b. Aluminum, 3105-H14 alloy, smooth as per ASTM B 209, .032 inch thickness. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
 - c. Texture: Smooth surface.
 - d. Exposed Coil-Coated Finish:
 - i. 2-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Manufacturers' approved applicator to prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - ii. Coating system shall provide nominal 1.0 mil (0.025 mm) dry film thickness, consisting of primer and color coat. a) Color shall be: Matte Black.
 - iii. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored polyester backer finish,

consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

C. Characteristics.

1. The same panel profile from a single manufacturer shall be used for ALL standing seam roof areas.
2. Configuration: Interlocking standing seams incorporating concealed anchor clips allowing thermal movement. Snap-on separate seam caps are not acceptable.
 - a. Profile of panel shall be flat throughout the panel, with no striations, ribs, beads, or vee-grooves.
 - b. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required and approved) and trim details (as per manufacturer's guidelines).
 - c. Panels must be furnished in continuous lengths from ridge to eave with no overlaps.
3. Seam: 1" height with factory applied sealant in female leg.
4. Panel seam shall be mechanically double locked (180 degree seam) by means of manufacturer's electric seaming machine.
5. Panel Length: Panels shall be formed full length to the extent possible, up to 30 feet maximum.
6. Concealed Standard Anchor Clips: Clips base must be 22 gauge galvanized steel with 26 gauge stainless steel sliding top. Clips must be two (2) piece design to provide for a minimum of three (3) inches of total thermal movement in the longitudinal dimension. One-piece clips are NOT acceptable.
7. Standing Seam Panel Width: 18" (nominal)

D. Accessories.

1. Gable anchor clips: 18-gauge galvanized steel.
2. Fasteners.
 - a. Concealed fasteners: Corrosion resistant steel screws, #10 x length appropriate for substrate, pancake head, Phillips or Square drive. Use self-drilling, self-tapping for metal substrate or A-point for plywood substrate.
 - b. Exposed fasteners: Corrosion resistant screws with neoprene sealing washer, or 1/8" diameter rivets.
3. Closures: Factory precut closed cell foam meeting ASTM D1056 and/or D3575, enclosed in metal channel matching panels when used at rake and jamb.

4. Vent Strips: Perforated metal ventilation strips shall be used at all ridge, hip, and head conditions.
5. Provide all miscellaneous accessories for complete installation.

2.3 ACCESSORY PRODUCTS.

A. Sealant

1. Sealants, where indicated on drawings, shall be pH neutral Tripolymer or polyurethane sealant.
2. Colors: As selected by owner from sealant manufacturer's standard selection.

B. Underlayment.

1. Basis of Design: 45 mil self-adhering high temperature metal roofing underlayment, composed of a durable, non-slip, cross-laminated polymer film laminated to a high-temperature rubberized asphalt adhesive.
2. Underlayment shall be applied over entire roof area.
3. Seams shall be lapped in accordance with manufacturer's recommendations.

C. Snowguards

1. Non-penetrating, Snowguards that attaches directly to the standing seam of the metal roof.
2. Cast aluminum (ALMAG 35, 535 Alloy, ASTM B26, QQA601E), Set Screws (2) Stainless Steel (Type 302 Passivated).
3. Snowguard quantity and position to match existing snowguard layout.
4. Color TBD by owner.

2.4 FABRICATION.

- A. Shop fabricate metal roofing and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.
- B. Form flashing components from full single width sheet in minimum 10'-0" sections. Provide mitered corners, joined using closed end pop rivets and joint sealant.
- C. Fabricate roofing and related sheet metal work in accordance with approved shop drawings and applicable standards.

III. EXECUTION

3.1 PREPARATION.

- A. Dispose of the existing metal roof system components per the City of Staunton trash and disposal guidelines and recommendations.
- B. Inspection: Examine the alignment and placement of the building structure and substrate. Correct any objectionable warp, waves or buckles in the

substrate before proceeding with installation of the pre-formed metal roofing. The installed roof panels will follow the contour of the structure and may appear irregular if not corrected.

- C. Establish straight side and crosswise benchmarks.
- D. Use proper size and length fastener for strength requirements. Approximately 5/16" is allowable for maximum fastener head size beneath the panel.
- E. Rectangular Roofs shall be checked for square and straightness. Gable ends may not be straight; set a true line for the gable clips and flashing with string line.
- F. Measure the roof lengthwise to confirm panel lengths, overhangs, coverage of flashings at eaves and ridges and verify clearances for thermal movement.

3.2 ROOFING AND FLASHING INSTALLATION.

- A. All details will be shown on manufacturer's shop drawings to successful bidder; install roofing and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Prepare roof for the installation of standing seam panels, including:
 - 1. Install all underlayments and/or temporary water proofing materials as required in this specification and bid documents.
- C. Directly over the completed roof substrate, install two piece clips. All anchor clips will be fastened into the structural roof substrate based on the following spacing pattern:
 - 1. Clip spacing must be 12" o.c. for Zone 1 (field).
 - 2. Clip spacing must be 12" o.c. for Zone 2 (eave, ridge, hip and rake).
 - 3. Clip spacing must be 12" o.c. for Zone 3 (corners).
- D. Installation of Roof Panels: Roof panels can be installed by starting from one end of the roof and working towards the opposite end.
 - 1. Install a 24-gauge steel one-piece fixed clip as near as practical to ridge. This shall be the only acceptable use of one-piece clips.
 - 2. Panels are not securely attached to the roof until fixed to the anchor clip or roof structure. To avoid damage and injury, all panels shall be fixed to the anchor clip or roof structure immediately as they are installed.
- E. Isolate dissimilar metals and masonry or concrete from metals with appropriate coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- F. Limit exposed fasteners to extent indicated on shop drawings.
- G. Seal laps and joints in accordance with roofing system manufacturer's product data.

- H. Coordinate flashing and sheet metal work to provide weathertight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual.
- I. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- J. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- K. Maximum variation from true planes or lines shall be 1/4" in 20 feet and 3/8" in 40 feet or more.
- L. Form joints in linear sheet metal to allow for 1/4" minimum expansion at 20'-0" o.c. maximum and 8'-0" from corners.
- M. At joints in linear sheet metal items, set sheet metal items in two 1/4" beads of sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- N. Remove damaged work and replace with new, undamaged components.
- O. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- P. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion.

END OF SECTION

PROCUREMENT GUIDELINES

A. CHARGES AND PAYMENTS

1. To Prime Contractor:

- a.** Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.
- b.** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c.** All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d.** The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e.** Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. Payment to Subcontractors:

- a.** An offeror awarded a contract under this solicitation is hereby obligated:
- b.** To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- c.** To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- d.** The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary

contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

B. TESTING AND INSPECTION

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

C. ASSIGNMENT OF CONTRACT

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

D. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Staunton, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Staunton may have.

E. TAXES

Sales to the City of Staunton are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

F. INDEMNIFICATION

The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents 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 or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

G. LIABILITY AND LITIGATION

The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

H. COPYRIGHTS

The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent

copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

I. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in bids submitted in response to this Invitation to Bid when such waiver is in the best interest of the City.

The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of bids. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results>

J. PUBLIC INSPECTION OF PROCUREMENT RECORDS

1. Bids submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:
2. Public inspection of certain records:
 - a. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
 - b. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - c. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the evaluation and negotiations of bids are completed but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.
 - d. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - e. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall
 - i) invoke the protections of this section prior to or upon submission of the data or other materials,
 - ii) identify the data or other materials to be protected, and
 - iii) state the reasons why protection is necessary.

Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

K. ETHICS IN PUBLIC CONTRACTING

By submitting their bid, all offerors certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction

any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

L. FORUM SELECTION

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

M. PROMPT PAYMENT ACT

Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

N. REJECTION OF BIDS

The City reserves the right, at any time prior to award of the contract, to reject any and all bids, or any part thereof, to make no award, and/or to issue a new Invitation to Bid, or make modifications, corrections or additions to the information contained herein.

Offerors are cautioned this is an Invitation to Bid, NOT a request to contract.

O. COSTS FOR BID PREPARATION

Any costs incurred by offerors in preparing or submitting bids are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Invitation to Bid.

P. APPROPRIATIONS

The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

Q. CONTRACTOR REGISTRATION

If a contract is for construction, removal, repair, or improvement of a building or other real property, bidders, whether residents or nonresidents of Virginia, will be required to show evidence of a certificate or registration as required by Chapter 7 of Title 54 of the Code of Virginia before their Bids will be considered. If a Bid is \$120,000 or more, or if the Contractor's annual volume is \$750,000 or more, the Contractor must be licensed as a "Class A Contractor." If a Bid is \$7,500 or more but less than \$120,000, the Contractor must be licensed as at least a "Class B Contractor". If a Bid is \$1,000 or more but less than \$7,500, the Contractor must be licensed as at least a "Class C Contractor". The Bidder shall place license on the outside of the envelope containing the Bid and shall place license in the Bid, at the place provided, whichever of the following notations is appropriate:

Licensed Class A Virginia Contractor No. _____

Licensed Class B Virginia Contractor No. _____

Licensed Class C Virginia Contractor No. _____

Contract is less than \$1,000 therefore licensure is not required.

R. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

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 the identification number issued to it by the State Corporation Commission (SCC). **(Attachment 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 a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: (<http://www.scc.virginia.gov/>).

S. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

T. QUALIFICATIONS OF (BIDDERS/OFFERORS)

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities.

The City further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

U. CANCELLATION OF THE CONTRACT

The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

V. AVAILABILITY OF FUNDS

Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

W. SELECTION PROCESS/AWARD

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

X. SAFETY AND OSHA STANDARDS

All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

Y. MODIFICATION & WITHDRAWAL OF BID

An offeror may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

Z. CONTRACT TERM

The Offeror whose Bid is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Invitation to Bid.

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 the City of Staunton.

Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Invitation to Bid, and to reject any and all Bids in total or by components.

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

AA. COMPENSATION AND RECORD KEEPING

Total compensation for services will be negotiated between the City and the successful Offeror. The City retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a "cost not to exceed" basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

BB. PAYMENT

Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

CC. BID BOND

If required, the Bid Bond shall be in the amount of 5% and shall be submitted on the City of Staunton's Bid Bond form (Attachment BB) provided in this bid package.

DD. PERFORMANCE AND PAYMENT BONDS

If required, successful contractor agrees to provide a performance bond (Attachment PB) and a payment bond (Attachment PYB) for any contract signed which exceeds \$50,000. When required, performance bonds and payment bonds shall be submitted on the City of Staunton's bond forms provided in this bid package (Attachment PB and Attachment PYB).

EE. BID ADDENDA

Prior to submitting their bid, it is the bidder's responsibility to check the City web-site for any addenda associated with this Invitation for Bid.

FF.INSURANCE REQUIREMENTS

Prior to contract award, the Contractor shall furnish certificates of General Liability, Vehicle Liability, and Worker's Compensation Insurance in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively, to the City. All insurance coverages shall be written by companies licensed to do business in Virginia and shall be administered by a Virginia registered agent. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

GG. CONTRACT TERMINATION

This contract will not be awarded to any vendor who has had a previous contract with the City of Staunton terminated for substantial non-compliance within the last three (3) years.

HH. DEBARMENT STATUS

By submitting their bids/proposals, all bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

II. CONTRACTOR UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, 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.

JJ. DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

1. provide a drug-free workplace for the contractor's employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the

contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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 include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

KK. NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

LL. ANTI-DISCRIMINATION:

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- a. 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.
 - b. 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 1 and 2 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

MM. PERMITS AND LICENSES

Any required City permits must be obtained by the contractor but will be provided at no cost. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

NN. NEGOTIATION WITH SUCCESSFUL BIDDER

The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this IFB in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with bid to allow for additions and future expansions.

OO. COOPERATIVE PROCUREMENT

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.

PP. IMMIGRATION REFORM AND CONTROL ACT OF 1986

During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

QQ. CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD, AND STAUNTON PUBLIC SCHOOL EMPLOYEES

The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto as **(Attachment E)** and submit the certification contemporaneously with the executed Contract.

VENDOR REFERENCES FORM

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

- 1) Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

- 2) Vendor's Primary Contact:

Name: _____ Phone: _____

- 3) Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

- 4) Vendor Information:

Vendor SCC Registration #: _____

- 5) Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

- A. Company: _____ Contact: _____
 Phone: () _____ E-Mail: _____
 Project: _____
 Dates of _____
 Service: _____ \$ Value: _____
- B. Company: _____ Contact: _____
 Phone: () _____ E-Mail: _____
 Project: _____
 Dates of _____
 Service: _____ \$ Value: _____

Continued on next page.

VENDOR REFERENCES FORM

(Cont.)

C.	Company:	_____	Contact:	_____
	Phone:	()	E-Mail:	_____
	Project:	_____		
	Dates of	_____		
	Service:	_____	\$ Value:	_____
D.	Company:	_____	Contact:	_____
	Phone:	()	E-Mail:	_____
	Project:	_____		
	Dates of	_____		
	Service:	_____	\$ Value:	_____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT A**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and
 _____ as Surety, are hereby held
 and firmly bound unto _____ as Owner in
 the penal sum of _____ for the
 payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our
 heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ 2019

The condition of the above obligation is such that whereas the Principal has submitted to
 _____ a certain bid attached
 hereto and hereby made a part of hereof to enter into a contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

Seal

**ATTACHMENT B
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that _____

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and _____

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto _____

(Insert Name and Address of Owner)

as Obligee in the amount of: _____ dollars (\$ _____)

(Insert sum equal to contract price in both words and figures)

for the payment where of Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2019,
entered into a Contract with Owner for:

Staunton, Virginia

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by:

(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, in strict conformity with the Drawings, Specifications and Contract Documents, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect for one (1) year after completion of all work:

- a. The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- b. Any suit under this bond must be instituted, (1) before the expiration of one (1) year after completion of the Contract including the expiration of all warranties and guarantees, or (2) before the expiration of one (1) year after a defect or breach of warranty is discovered, if the action be for such.
- c. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of Owner and every action brought hereon shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 2019

In the presence of:

PRINCIPAL (SEAL)

WITNESS

BY TITLE

SURETY

WITNESS

BY TITLE

Surety: (Attach power of attorney)

CONTRACTOR'S PERFORMANCE BOND
Project: _____

ATTACHMENT C
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____

(Insert full name or legal title and address of Contractor)

as Principal, hereinafter called Contractor,

and _____

(Insert full name or legal title and address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Insert full name or legal title and address of Owner)

as Obligee for the use and benefit of claimants as herein below defined in the amount of: _____

_____ (\$_____).

(Insert sum equal to contract price in both words and figures)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2019,
entered into a Contract with Owner for:

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by: _____

(Insert full name or legal title and address)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonable required for use in the performance of the Contract, then this obligation shall be void. Otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- a. A Claimant is defined as one having a direct contract with the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- b. The above-named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work of labor was done or performed, or materials were furnished by such claimant, may sue on this bond, prosecute the suit to final judgment for such sum or sums as many be justly due claimant and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- c. Any suit or action hereunder by any claimant:
 1. Shall not be commenced after the expiration of one (1) year following the date on which the claimant last performed labor or last supplied materials.
 2. Shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 2019,
in the presence of:

_____(SEAL)
PRINCIPAL

WITNESS

BY TITLE

_____(SEAL)
SURETY

WITNESS

BY TITLE

Surety:
(Attach power of attorney)

CONTRACTOR'S LABOR AND MATERIAL
PAYMENT BOND
Project _____

ATTACHMENT D

CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD AND STAUNTON PUBLIC SCHOOL EMPLOYEES

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

- ☐ Neither Contractor nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools.
- ☐ The following individuals currently maintain a **financial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

- ☐ The following individuals currently maintain a **familial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

Contractor

Date

By: _____

Name: _____

Title: _____