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ASSISTANT DIRECTOR OF FINANCE
540.332.3948



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INVITATION TO BID
March 7, 2018

BID TITLE: RAW WATER TRANSMISSION MAIN CLEANING

BID #:D00118

BID OPENING DATE: Wednesday, April 11, 2018, 2:00 PM

SITE VISIT REQUIRED: No

BID BOND REQUIRED: Yes – See Information for Bidders, Paragraph 7

The City of Staunton is seeking bids from qualified vendors to provide all material, equipment, labor and supervision to clean (pig) the interior of the City's approximately 11.02 mile, 16-inch diameter, cast iron, North River Raw Water Transmission Main. Questions regarding the specifications for this bid should be directed to Nathan Simmons, Utility Technical Services Supervisor, at the following: Office: (540) 213-6512; Cell: (540) 490-1120.

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 to the extent allowable by law.

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

All bids must be submitted in a sealed envelope plainly marked, Bid No. **D00118 – RAW WATER TRANSMISSION MAIN CLEANING**, 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.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED
BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail To:
City of Staunton
Cameron S McCormick
Assistant Director of Finance
P.O. Box 58
Staunton, VA 24402-0058

Overnight To:
City of Staunton
Cameron S McCormick
Assistant Director of Finance
116 W Beverley St., 3rd Floor
Staunton, VA 24401

Phone: (540) 332-3948

**CITY OF STAUNTON
PURCHASING DEPARTMENT
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

1. SUBMISSION AND RECEIPT OF BIDS:

- (A) Bids, to receive consideration, must be received prior to the specified time and date of opening as designated in the invitation. E-mail and facsimile submittals are not acceptable.
- (B) Unless otherwise specified, bidders must use the bid form furnished by the City. Failure to do so may cause bid to be rejected. Removal of any part of the bid form may invalidate the bid.
- (C) Bids having any erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the bid. Prior to submission or opening, errors may be crossed out, corrections entered in ink and initialed in ink by the person signing the bid. No bid shall be altered or amended after the specified time for opening.
- (D) All bids shall be either typewritten or filled in with ink in order to be considered. Also, all bids must be signed in ink in order to be considered.
- (E) Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- (F) When specified, each bid shall be accompanied by a bid bond with surety satisfactory to the City or a cashier's or certified check, made payable to the Treasurer, City of Staunton, in an amount equal to 5 per cent of the total bid price. In the event of default by the bidder the 5 per cent deposit shall be and represent liquidated damages to the City.

2. ANNUAL CONTRACT USAGE REQUIREMENTS: Whenever a bid is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the City of Staunton as to the total amount that may or may not be purchased from any resulting contracts.

3. PRICING:

- (A) Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the City or bidder.
- (B) Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- (C) Bids based on a firm price or those including a "Downward Escalator" clause for an annual contract period may be given preference over lower ones bearing an "Escalator" clause for an annual contract period.
- (D) When an annual contract is not requested by the City, and the bid is for products or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "Price in effect at time of delivery" shall be cause for rejection of bid.

4. PERFORMANCE BOND: When requested in the bid, the City shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the City in the amount of contract price at the time of or prior to execution of the contract. If no bond is furnished by the successful bidder, the City reserves the right to award the contract to the next lowest responsible bidder with the next lowest responsive bid.

5. DELIVERY POINT: All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

6. CASH DISCOUNTS: Cash discounts will be considered in determining the award.

7. BRAND NAMES: Unless otherwise provided in the invitation for bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall determine in its sole discretion equipment bid to be equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

8. SPECIFICATIONS: The bidders must also indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the bid, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the bid. Accordingly, to insure that sufficient information is available, the bidder must furnish as part of his bid all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the bid.

9. LATEST MODEL/QUALITY: Bidder shall bid on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

10. NOTICE OF AWARD: Notice of award will be posted at <http://www.staunton.va.us/solicitation-results>.

**CITY OF STAUNTON
BID FORM**

DESCRIPTION

TOTAL COST

All material, equipment, labor, and supervision to clean (pig) the interior of the City's approximately 11.02 mile, 16-inch diameter, cast iron, North River Raw Water Transmission Main.

\$ _____

NOTE: The following documents **MUST** be submitted with the bid:

- Evidence of Contractor's Experience and References (Specification Section 1.5.1)
- Manufacturer's literature of cleaning pigs proposed to be used (Specification Sections 1.5.2 and 2.2.8)
- Documentation of Contractor's Hazardous Communications Program and Confined Space Program (Specification Sections 1.5.3 and 1.7.4)

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.

Bidder guarantees shipment from _____ via _____ within _____

days after receipt of order. FOB: _____ TERMS: _____

BIDDER/COMPANY NAME: _____

BY (SIGNATURE): _____

TYPED NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY AND STATE: _____

FEDERAL ID NUMBER: _____ SCC NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____ PHONE: _____ FAX: _____

RAW WATER TRANSMISSION MAIN CLEANING SPECIFICATIONS

1. GENERAL

1.1 **Intent:** The City of Staunton is seeking bids from qualified contractors to provide all material, equipment, labor and supervision to clean (pig) the interior of the City's approximately 11.02 mile, 16-inch diameter, cast iron, North River Raw Water Transmission Main in accordance with the project specifications included herein.

1.2 **Site Visits:** A pre-bid conference will not be held for this project; however, prospective bidders are encouraged to visit the project site prior to bidding. At the time that bids are received, each Contractor will be presumed to have inspected or reviewed the project sites and to have satisfied themselves as to the nature and location of the work, the character of the equipment and facilities needed preliminary to and during the execution of the work, and the general conditions or related matters which in any way may affect the work under this Contract. Appointments for site visits may be arranged by contacting Nathan Simmons, Utility Technical Services Supervisor, at the following numbers:

- Office: 540-213-6512
- Mobile: 540-490-1120
- Fax: 540-213-6604
- Email: simmonsnl@ci.staunton.va.us

NOTE: All appointments must be scheduled and completed no later than Friday, March 30, 2018.

1.3 **Bid Questions and Addenda:** Prior to submitting a bid, it is the bidder's responsibility to check the City web-site (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation for Bid. All questions must be submitted in writing to Nathan Simmons, simmonsnl@ci.staunton.va.us, **no later than Wednesday, April 4, 2018, at 2:00 p.m. Any addenda will be available on the City web site by close of business on Friday, April 6, 2018.**

1.4 **Quality Assurance:** The Contractor's cleaning and flushing operations shall comply with applicable requirements of all government agencies.

1.5 **Submittals:** The Contractor shall provide the following submittals either as part of the bid or at the time indicated:

1.5.1 **Evidence of Contractor Experience and References:** **AS PART OF THE BID, the Contractor shall provide a listing of at least three (3) previous projects of similar size and complexity that have been completed within the last three (3) years.** The listing shall include the project owner, location, description, size, and accurate contact name and telephone number. The City reserves the right to contact those listed as references.

- 1.5.2 Manufacturer’s Literature of Proposed Cleaning Pigs:** **AS PART OF THE BID, the Contractor shall provide the manufacturer’s literature of the cleaning pigs proposed for use on this project.**
- 1.5.3 Documentation of Contractor’s Hazard Communications Program and Confined Space Entry Program:** **AS PART OF THE BID, the Contractor shall provide documentation of the Contractor’s Hazard Communications Program and Confined Space Entry Program.**
- 1.5.4 Proposed Work Schedule and Order of Work:** Prior to commencing work, the Contractor shall provide their proposed schedule that clearly indicates the timing and order that the pipeline sections will be taken out of service for cleaning and flushing operations.
- 1.5.5 Proposed Working Hours:** Prior to commencing work, the Contractor shall provide their proposed schedule of working hours.
- 1.6 Project Location and Description:** A general location and description of project components, as well as a listing of corresponding illustrative figures, included herein and made part of this document, are as follows:
- 1.6.1 Location:** The project begins at an existing pigging station located approximately 12 miles west of the City of Staunton at the entrance to Tunnel Hollow near Stribling Springs, extends approximately 11 miles in generally a southeast direction, and ends at an existing pigging station located just inside the City Limits on the east side of the Route 262 bypass near Churchville Avenue.
- 1.6.2 Pigging Stations:** There are four (4) existing pigging stations (labeled A, B, C, and D) for the Contractor’s use to access the City’s Raw Water Transmission Main (the pipeline) and to launch or receive cleaning pigs.
- 1.6.3 Pipeline Sections:** The applicable sections of the City’s pipeline and approximate pipeline lengths for the project consist of the following:

Pipeline Section	Starts at Pigging Station	Ends at Pigging Station	Approximate Length (miles)
1	A	B	4.14
2	B	C	4.48
3	C	D	2.40

- 1.6.4 Figures:** For illustrative purposes only as a means of assisting the Contractor in bid preparation and execution of the work, the following not-to-scale Figures are made part of this document and are included herein:

- Figure 1: Project Area and Vicinity Map
- Figure 2: Pigging Station A Location and Access
- Figure 3: Pigging Station B Location and Access
- Figure 4: Pigging Station C Location and Access
- Figure 5: Pigging Station D Location and Access
- Figure 6: Plan View (Typical) – Existing Pigging Station
- Figure 7: Section View (Typical) – Existing Pigging Station

1.7 Project Terms and Conditions: The Contractor shall comply with and adhere to the following terms and conditions:

- 1.7.1** The Contractor shall have **45** working days from the Notice to Proceed to complete all work specified. For every day over the **45** days, the Contractor shall be charged one percent [1%] of the total bid price, per day, unless the Contractor supplies, in writing to the City of Staunton's Project Representative, an acceptable reason for the delay in the completion of the job.
- 1.7.2** 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 contained herein.
- 1.7.3** The Contractor must provide a certificate of insurance, performance bond, and payment bond (See Article 2, General Conditions, and Item 12 – Information for Bidders) to the City of Staunton prior to Contract signing. All must be written on companies licensed to do business in the State of Virginia.
- 1.7.4** The Contractor must meet all Virginia Department of Labor and U.S. Occupational Safety and Health Administration (OSHA) requirements. **The Contractor's bid must include documentation of the Contractor's Hazardous Communications Program and Confined Space Entry Program.**
- 1.7.5** The Contractor shall call the VA811 (Miss Utility) system for utility locating prior to any excavation in accordance with VA811 requirements and shall obtain and maintain a valid utility locate ticket at all times during excavation work.
- 1.7.6 Forum Selection** – 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.
- 1.7.7 Prompt Payment Act** – Any contract awarded as a result of this Request for Proposal shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

2. PRODUCTS

- 2.1 Cleaning Equipment:** Cleaning of the Raw Water Transmission Main (the pipeline) shall be accomplished by the use of pipe cleaning pigs which are hydraulic projectiles, cylindrical in shape with a parabolic nose. **The use of ice or related materials, products, or processes considered as ICE PIGGING is NOT permitted and may NOT be used or substituted under any circumstances.**
- 2.2 Pipe Cleaning Pigs:** Pipe cleaning pigs used for cleaning of the pipeline shall consist of the following:
 - 2.2.1** Pigs shall be manufactured of 2 to 8 pounds/cubic foot density blown elastomer with open celled construction.
 - 2.2.2** Pigs shall be of the bar swab type and of the plastic coated criss-cross pattern type. Pigs with silicone carbide straps shall be utilized if required by the condition of the pipe. Pigs shall be abrasive resistant.

- 2.2.3 Pigs shall be approved for use in water transmission mains.
- 2.2.4 Pigs shall have a resilient peripheral surface that engages with the inner cylindrical wall of the pipe to maintain a sliding seal and may have one or more sealing surfaces that maintain the seal for propelling.
- 2.2.5 Pigs shall have the ability to scratch, scrape, plow, and jet to assist in cleaning and flushing the pipe of debris.
- 2.2.6 Pigs shall rotate for longer wear and be able to reduce to a minimum of 65 percent of original cross-sectional area. Pigs must then be able to return to original form while maintaining seal and ability to clean.
- 2.2.7 Pigs shall have the ability to negotiate fabricated mitered bends, short radius elbows, bends, gate valves, 90-degree changes of direction through tees and crosses as well as reductions in main size.
- 2.2.8 Pigs shall be Poly-Pigs as manufactured by Montauk Services, Inc., Hackensack, New Jersey or Knapp Polly Pig, Inc., Houston, Texas or approved equal. **As part of their bid, the Contractor shall submit manufacturer's literature of the cleaning pigs proposed to be used.**

3. **EXECUTION**

- 3.1 **Storage of Materials:** The Contractor shall adhere to the following requirements for storage of materials:
 - 3.1.1 The Contractor is solely responsible for finding, securing, and maintaining storage sites for project equipment and materials. **In no case shall selected sites be used without the permission of the property owner.**
 - 3.1.2 The area used for storage by the Contractor shall be maintained in a secure and protected manner by the Contractor.
 - 3.1.3 The safety and security of any and all materials, equipment, and supplies contained in the storage area shall be the sole responsibility of the Contractor. **Under no circumstances shall the City be responsible for the loss or damage of any materials, equipment, or supplies, regardless of cause, or the replacement of or reimbursement for any materials, equipment, or supplies.**
 - 3.1.4 The storage area utilized by the Contractor shall be maintained in a neat and orderly manner free from disorder, debris, and discarded materials.
- 3.2 **Pigging Stations:** The Contractor shall utilize the existing pigging stations for accessing the pipeline and for launching or receiving cleaning pigs. The Contractor shall adhere to the following requirements:
 - 3.2.1 **Removal and Replacement of Pigging Station Tops:** Currently, each of the four (4) existing pigging stations are equipped with a top concrete slab that is buried underground approximately one (1) to two (2) feet. The Contractor shall uncover and remove the existing slab for each station prior to beginning the pigging operations to provide access to the structure and shall replace the slabs at the

conclusion of work at no additional cost to the City. The Contractor shall schedule and coordinate the removals with the City prior to commencing work.

3.2.2 Pigging Station Modifications: Modifications to the existing pigging stations to facilitate pigging operations, if needed, shall be made at the Contractor's expense at no additional cost to the City. Proposed modifications to the existing pigging stations shall be submitted to the City's Project Representative for review and approval prior to ordering pigs or pigging station materials. No modifications shall be made without prior written approval by the City.

3.2.3 Pigging Station Damages: The Contractor shall be responsible for any and all damages to pigging stations and appurtenances inflicted during the course of the Contractor's work and shall immediately repair damages to equal or better than the original condition at no additional cost to the City.

3.3 Pipe Section Replacements: If required or necessary, the Contractor shall replace sections of existing cast iron pipe removed during removal of obstructions or damaged during cleaning or flushing operations with Pressure Class 350 Ductile Iron pipe sections and appurtenances of the same diameter as the existing pipe. The Contractor shall provide and install pipe spool pieces, couplings, adapters, fittings, and other transition pieces to complete the replacement of the removed or damaged pipe sections and appurtenances at no additional cost to City.

3.4 Schedule of Operations and City Coordination: The Contractor shall schedule and coordinate cleaning and flushing operations to minimize disruptions of water service including the following:

3.4.1 The Contractor shall notify the City's Project Representative a minimum of 2 weeks prior to the start of cleaning and flushing operations and planned outages involving the pipeline.

3.4.2 The Contractor shall notify and coordinate with the City's Project Representative a minimum of 1 week in advance of the cleaning and flushing operations to schedule valve closures by City personnel and to allow sufficient time for City personnel to notify affected customers and adjust water treatment plant operations.

3.4.3 **The City of Staunton will be responsible for the operation of all valves, hydrants, and blow-offs on the City water system including the North River Raw Water Transmission Main (pipeline).** The Contractor shall schedule and coordinate the operation of valves, blow-offs, and hydrants with the City.

3.4.4 The Contractor shall schedule and conduct the cleaning and flushing operations in such a manner as to allow the pipeline to be immediately returned to full service for emergency purposes.

3.4.5 The Contractor is advised that the maximum outage for the pipeline during a single event shall be 12 hours. Outages shall be scheduled such that there is a minimum of 24 hours between each outage. **Prior to commencing work, the Contractor shall submit their proposed schedule that clearly indicates the timing and order that the pipeline sections will be taken out of service for cleaning and flushing operations.** The Contractor shall not commence with the

cleaning and flushing operations until the schedule has been approved in writing by the City.

3.4.6 The Contractor shall coordinate the working hours proposed for the cleaning and flushing operations with the City's Project Representative. Normal working hours are Monday through Friday, excluding holidays, from 7:30AM until 4:00PM. Any work after normal working hours or work on weekends or holidays proposed by the Contractor must be approved at least three (3) days in advance by the City's project representative. **Prior to commencing work, the Contractor shall submit their proposed schedule of working hours.** The Contractor shall not commence with the cleaning and flushing operations until the working hours have been approved by the City in writing.

3.5 Cleaning and Flushing Operations: The Contractor shall conduct the cleaning and flushing operations as required by the following:

3.5.1 The existing cast iron pipe shall be cleaned free of foreign growths, slurries, tuberculation, or other matter, leaving the inside periphery of the pipe smooth and as free from irregularities as age of pipe, attrition of use, and type of conduit will permit. The cleaning shall restore the Hazen-Williams Coefficient ("C" Value) of the pipeline to 100. The existing pipeline currently has an estimated "C" Value of approximately 70. The final determination of cleaning completion and restoration of the "C" Value will be by the City.

3.5.2 The first pigging run shall be made with a bare swab with a position monitoring transmitter. After the swab has been removed and recovered, the Contractor shall make as many passes of the criss-cross type plastic pigs through the pipe as required to clean the interior of the pipe. The interior of the pipe may be of reduced diameter and it may be necessary to initially use pigs of smaller diameter than the normal interior diameter of the pipe and then work up to pigs having a slightly larger diameter than the interior diameter of the pipe.

3.5.3 The rate of speed of cleaning shall be approximately 60 feet per minute unless otherwise determined by field conditions.

3.5.4 The Contractor may insert up to two (2) pigs into the pipeline simultaneously so that they may be used in tandem.

3.5.5 Upon completion of the pigging operations for each section of pipeline, the Contractor shall completely flush each section of pipeline until the flush water runs clear to remove any remaining loose sediment.

3.5.6 The Contractor shall dispose of water generated as a result of cleaning and flushing operations in accordance with applicable Federal, State, and Local regulations. Water discharged into drainage ditches or waterways shall be filtered through filter bags or settled in temporary sedimentation tanks prior to discharge. The Contractor shall provide and install filter bags or temporary sedimentation tanks sized to accommodate sediment removed from the pipeline. The Contractor shall construct hay bale dikes between filter bags or temporary sedimentation tanks and any drainage ditch or waterway that receives water from the cleaning and flushing operations in order to restrict flow of solid materials from filter bags or temporary sedimentation tanks into drainage ditches or waterways.

- 3.5.7** The Contractor shall dispose of sediment and other materials removed from the pipeline during cleaning and flushing operations in accordance with applicable Federal, State, and Local regulations. The Contractor is responsible for securing the disposal site for the sediment and other materials removed from the pipeline during cleaning and flushing operations at no additional cost to the City.
- 3.6** **Restoration of Service Connections and Pipeline Taps:** The Contractor shall protect and restore existing service connections and pipeline taps as required by the following:
- 3.6.1** There are several existing water services, meters, blow-offs, air release/vacuum valves, corporation stops, and other pipeline taps along the pipeline sections included in this work. The Contractor shall protect existing water services, meters, blow-offs, air release/vacuum valves, corporation stops, and other pipeline taps from plugging or damage due to cleaning or flushing operations.
- 3.6.2** The Contractor shall be responsible for the restoration of water services, meters, blow-offs, air release/vacuum valves, corporation stops, and other pipeline taps, including surface restorations (grading, seeding, topsoil, and straw cover) that are or become plugged, blocked, or damaged by the cleaning or flushing operations, at no additional cost to the City.
- 3.7** **Defective Pipe:** The Contractor shall report and repair pipeline leaks, breaks, or related problems in accordance with the following:
- 3.7.1** The Contractor shall immediately notify the City's Project Representative should a leak, break, or related problem with the existing pipe or appurtenances occur, be found, or be detected during or resulting from the cleaning or flushing operations so that the problem can be investigated.
- 3.7.2** The Contractor shall repair leaks, breaks, or related problems, including surface restorations (grading, seeding, topsoil, and straw cover) caused by the cleaning or flushing operations, at no additional cost to the City.
- 3.7.3** The Contractor shall submit plans and intentions for proposed repair work to the City for review and approval prior to performing the repair work.
- 3.8** **Obstructions:** The Contractor shall address pipeline obstructions in accordance with the following:
- 3.8.1** During the cleaning and flushing operations, obstructions may be encountered which prohibit the passage of cleaning devices. These obstructions may or may not be shown on project figures, drawings, or illustrations, and may require the contractor to provide openings in the existing pipeline to remove or correct obstructions. **Payment for obstructions will only be made if the pipe cleaning pig cannot pass the obstruction AND the obstruction was unknown prior to the cleaning and flushing operations.**
- 3.8.2** If the obstruction is suspected to be a line valve, the Contractor shall excavate in the area of the suspected valve, verify the presence of a valve, verify that the valve is in working condition, allow City's Project Representative to inspect the valve, install new valve box (provided by City) if required, and backfill/compact affected area including surface restoration (grading, seeding, topsoil, and straw

cover). The City reserves the right to remove or replace valves or to authorize the Contractor to remove or replace valves during the cleaning and flushing operations.

3.8.3 If the obstruction is suspected to be within the existing pipeline, the Contractor shall excavate and expose the pipeline, cut the pipe, remove the obstruction, and replace the affected section of pipe and appurtenances in accordance with Specification Section 3.3 above.

3.8.4 The Contractor shall provide a minimum of one full cleaning of the pipeline with a cavity pig fabricated to accommodate a position monitoring device and transmitter to identify the location of unknown obstructions or valves in the pipeline. The Contractor shall provide electronic pig transmitters and receivers (two sets) and shall utilize transmitters and receivers to track pig during cleaning and flushing operations.

3.9 Personal and Property Damage: The Contractor shall exercise care to protect against personal and property damage resulting from the Contractor's actions or work and shall adhere to the following:

3.9.1 The existing pigging stations and Contractor work areas are located in a predominately rural area including within fenced pastures containing livestock. The Contractor shall exercise extreme care while working in these areas and may be required to provide and install temporary fencing to secure and protect the livestock and work areas.

3.9.2 Any and all claims of personal or property damage caused by the Contractor in the course of performing the work shall be reported to the City immediately upon their occurrence or immediately upon the Contractor's notification.

3.9.3 Any property damaged in any manner or in any way by the Contractor in the course of performing the work shall be repaired to equal or better than the original condition solely at the expense of the Contractor. **Under no circumstances shall the City be responsible for such damages or the repair or payment thereof.**

3.9.4 Any and all claims of property damage caused by the Contractor in the course of performing the work shall be corrected immediately and expeditiously so as not to place an undue burden upon the claimant nor upon the City.

3.10 Site Clean Up: At the completion of all work, the Contractor shall clean the work areas in accordance with the following:

3.10.1 Before the work shall be considered complete, any and all rubbish and unused materials due to or connected with the project shall be removed from the premises and disposed of in a manner satisfactory to the City and in accordance with any and all Federal, State, and Local regulations.

3.10.2 Payment for the Contractor's services may be withheld until such time as any and all clean-up has been completed to the satisfaction of the City.

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

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 until **2:00 PM, Wednesday, April 11, 2018.**

The envelopes containing the bids must be delivered to the Purchasing and Risk Manager as indicated on the first page of this ITB. All bids must be sealed and clearly marked on the outside container as: **BID #D00118 – RAW WATER TRANSMISSION MAIN CLEANING** with the bidder’s name and address in the upper left-hand corner.

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. Any bid received after the time and date specified shall not be considered. Bid shall remain subject to acceptance for sixty (60) days.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten and the foregoing certification must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. **BIDDER MUST WRITE ON OUTSIDE OF ENVELOPE: “REGISTERED CONTRACTOR, VIRGINIA CERTIFICATE NO.”**

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

4. TELEPHONIC MODIFICATION

Any bidder may modify his bid by telephonic communication at any time prior to the scheduled closing time for receipt of bids, provided such telephonic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telephonic modification over the signature of the bidder was mailed prior to the closing time. The telephonic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telephonic modification.

5. METHOD OF BIDDING

This is a **lump sum bid** for:

BID #D00118 – RAW WATER TRANSMISSION MAIN CLEANING

6. QUALIFICATIONS OF BIDDER

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.

7. BID SECURITY

Each bid must be accompanied by a bid bond in the amount of five percent (5%) of the bid submitted, or a certified check of the Bidder in an amount not less than five percent (5%) of the amount of the bid, payable to the order of the City of Staunton, Virginia. Such bid bonds or checks will be returned to all except the three bidders submitting the most favorable bids, within three (3) days after the formal opening of the bids. The remaining bid bonds or checks will be returned to the three most favorable bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed the Contract, or if no contract has been so executed, within sixty (60) days after the date of the opening of the bids.

8. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. TIME AND COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified on a written “Notice to Proceed” of the Owner and to **fully complete the work within 45 working days**. Working days refer to Monday through Fridays, with the exception of weekends and holidays. However, if there is a definite need to work on weekends and holidays, it will be upon a mutual agreement between the Contractor and the Owner. Work done on weekends and holidays will be counted within the allotted time of completion mentioned above for the project.

OWNER and CONTRACTOR stipulate that delay by the CONTRACTOR in completion would have significant adverse consequences for the PROJECT; that, however, the actual

damages to OWNER from such delay are uncertain and would be impossible and not susceptible to reasonable determination; and that liquidated damages of such failure by CONTRACTOR to perform in a timely manner are a reasonable way and not a penalty to address such adverse consequences. CONTRACTOR also stipulates that it shall not challenge, either directly or indirectly, this liquidated damages provision. OWNER, therefore, may require CONTRACTOR to pay liquidated damages of 1% of the total bid price for the CONTRACTOR's failure to perform timely in strict accordance with the CONTRACT. OWNER may deduct any liquidated damages from amounts due to CONTRACTOR and, otherwise OWNER shall be entitled to receive interest at the rate of 5% until deducted or paid. Liquidated damages shall be, other than for delay, in addition to any other entitlement by OWNER to damages and other remedies for any other damage, loss, or injury for which CONTRACTOR may be responsible.

10. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction 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 needs as will not cause any interruption of or interference with the work of any other contractor.

11. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Attention: Nathan Simmons, Utility Technical Services Supervisor, P.O. Box 58, Staunton, Virginia 24402, simmonsnl@ci.staunton.va.us, and to be given consideration, must be received no later than Wednesday, April 4, 2018, by 2:00 p.m. local time. Any and all such interpretations and any supplemental instructions will be posted on the City website by close of business on Friday, April 6, 2018. 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 document.

12. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with this contract. Both payment bond and performance bond shall be in the amount of 100% of the contract price.

All bonds shall be on forms provided in the Contract Documents and written by companies LICENSED TO DO BUSINESS IN VIRGINIA and shall be administered through agent(s) registered in Virginia.

13. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:

- a) Inspection and testing of materials
- b) Insurance requirements

15. LAWS AND REGULATIONS

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 construction of the contract will be deemed to be included in the contract as though herein written out in full.

16. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

- 16.1 The contract will be awarded on the basis of the sum of the Base Bid and the accepted Alternates.
- 16.2 The award will be made to the lowest responsible bidder whose bid conforms to the invitation and whose qualifications indicate the award will be most advantageous to the City.
- 16.3 The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- 16.4 The City will notify all bidders of the award and return bid sureties to all but the successful bidder.
- 16.5 After notice from the City, the successful bidder has ten (10) days to enter into a contract or forfeit as liquidated damages the security deposit. By executing the contract, the Contractor certifies that he has reviewed the Contract Documents and the project area and accepts the conditions of each.
- 16.6 Should the lowest bid for Base Bid exceed the City's budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall

initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder.

17. OBLIGATION TO BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda).

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.

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.

SCC Requirement: 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.

18. ADJUSTMENT OF CONTRACT

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.

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.

**GENERAL CONDITIONS
CITY OF STAUNTON, VIRGINIA**

Article 1: Intent

- 1.1 The Contract Documents comprise the entire agreement 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.

Article 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.
 - a) 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.

- b) 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 2.3 below.
 - c) Subcontractor's General Liability and Vehicle Liability Insurance: The Contractor shall either (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 (b) hereof or (2) insure the activities in his policy, specified in subparagraph (b) hereof.
 - d) Fire, Extended Coverage, Vandalism, and Malicious Mischief (Completed Value Builder's Risk) Insurance: The Contractor shall purchase "All Risk" type Builder's Risk Insurance. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, water, flood, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The Builder's Risk Insurance shall be for the benefit of the Owner, the Contractor, and the Subcontractors, as their interest may appear.
 - e) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) 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.
 - f) 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:

- 1) OWNER'S PROTECTIVE LIABILITY INSURANCE
- 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.

- 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 shall not be less than the contract amount.

The Contractor shall either (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) insure the activities of his Subcontractors in his own policy.

Article 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 **CONSTRUCTION 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 Performance Bond shall cover all work on the City's rights-of-way and easements and the Contractor shall be responsible for the repair and maintenance of all areas disturbed within said rights-of-way and easements. No open ditches shall be permitted overnight in public rights-of-way.
- 3.3 **CONSTRUCTION ON PRIVATE AND PUBLIC PROPERTY** – The area of the construction shall be left in the same condition as it was found. All private and public utilities pipes, wires, lines, fences, walls, walks, pavements, curb and gutter, graveled areas, driveways, drainage structures, trees, shrubs, mailboxes, guy wires, septic systems, etc., encountered during the work whether shown on the Plans or not, shall be protected from damage by the Contractor. Should any facilities be damaged, the Contractor shall repair, replace, or pay damages for same. The surface of the construction area shall be graded, stoned, paved, seeded, etc.; to fit original conditions encountered. Payment for this work shall be included in the Proposal price of the item under construction.

Article 4: Existing Utilities

- 4.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the City or by the owners of such Underground Facilities or by others, unless otherwise expressly provided in the Supplementary Conditions.
- 4.2 City shall not be responsible for the accuracy or completeness of any such information or data; and
- 4.3 The cost of all of the following will be included in the Contract Price and Contractor shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Utilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all Underground Facilities and repairing any damage thereto resulting from the Work.
- 4.4 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 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".

Article 5: Schedule

- 5.1 SCHEDULE OF CONSTRUCTION – Commencement of construction shall begin by the date determined by the City. Prior to initiation of construction, the Contractor shall have submitted a detailed work schedule to the City and have received approval of same. The Contractor must proceed according to the approved schedule unless the changes are approved by the City.
- 5.2 Contractor shall submit to City for acceptance proposed adjustments in the progress schedule that will not change the Contract Times. Such adjustments will conform generally to the progress schedule.

Article 6: Shop Drawing, Material Data Sheets

- 6.1 Contractor shall submit Shop Drawings to City for review and approval. All submittals will be identified as City may require and in the number of copies specified. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show City the materials and equipment Contractor proposes to provide and to enable City to review the information.

- 6.2 Contractor shall also submit material Data Sheets to City for review and approval. Each submittal will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as City may require to enable City to review the submittal.
- 6.3 Before submitting each Shop Drawing or Material Data Sheet, Contractor shall have determined and verified:
- 6.3.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
 - 6.3.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and
 - 6.3.3 all information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- 6.4 Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by City under the following circumstances:
- 6.5 "Or-Equal": If in City's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by City as an "or-equal" item, in which case review and approval of the proposed item may, in City's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.
- 6.6 *Substitute Items:* If in City's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow City to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contact Documents to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is

subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by City in evaluating the proposed substitute. City may require Contractor to furnish additional data about the proposed substitute.

Article 7: Contractor's Responsibilities

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 All materials and equipment shall be good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with

instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

- 7.6 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 dust and street disrepair.
- 7.7 The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur. The neglect, failure, or refusal of the City to order the use of bracing or sheeting, or a better quality, grade, or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the giving or failing to give orders or directions as to the manner or methods of placing or driving sheeting, bracing, jacks, wales, rangers, etc., shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or any acts of the City, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN PROPER AND SUFFICIENT SHEETING, SHORING AND BRACING TO PROTECT ALL PERSONS CONNECTED WITH THE WORK FROM INJURY.
- 7.8 Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be approved by the City. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced; upon completion of the work they shall be removed leaving the area clean and free from nuisance.
- 7.9 The Contractor will be required to comply with the City's Erosion and Sediment Control Ordinance. Special care shall be taken to prevent siltation of existing sewer, streets, drainage ditches, and private property.
- 7.10 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 Agreement.
- 7.11 The Contractor shall provide all field engineering services necessary for laying out the Project. All such services shall be performed by a Professional Surveyor registered with the State of Virginia. Control points shall be established and maintained during the execution of the Project. All documentation and control points shall be made available to the City throughout the execution of the Project.

- 7.12 The Contractor shall provide at their cost an independent testing service, approved by the City, to perform all testing required by the Contract Documents. Written reports shall be provided to the City.
- 7.13 The Contractor shall provide “as built” plans within 30 days of project completion. Such plans shall be prepared by a Licensed Surveyor and shall show such items as final elevations, grades, structure locations, etc.
- 7.14 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.
- 7.15 During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations and such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that such provisions will be binding upon each Subcontractor or vendor.
- 7.16 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.

Article 8: Subcontracts

- 8.1 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.
- 8.2 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.

- 8.3 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.
- 8.4 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.

Article 9: Owner's Responsibility

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 City shall promptly furnish the data required under the Contract Documents and shall make payments to Contractor promptly when they are due.
- 9.5 City shall provide inspection of the Contractors Work.
- 9.6 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.

Article 10: Changes in Work

- 10.1 Without invalidating the Agreement 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.

10.2 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.

10.3 City and Contractor shall execute appropriate Change Orders covering:

10.3.1 changes in the Work which are ordered by City;

10.3.2 changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.3.3 Changes in the Contract Price or Contract Times, which embody the substance of any written decision, rendered by City.

Article 11: Changes in Contract Price

11.1 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.

11.2 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.

11.3 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:

11.3.1 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.

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

Article 12: Changes in Contract Times

- 12.1 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.
- 12.2 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.
- 12.3 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 (i) delays caused by or within the control of Contractor, or (ii) 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.

Article 13: Indemnification

- 13.1 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.

Article 14: SEPARATE CONTRACTS

- 14.1 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.

Article 15: Payment

- 15.1 5% of the dollar amount of the estimate of work completed shall be withheld until the final acceptance of the project. Payment shall be made based on estimates of work completed in the preceding month submitted on, or before the 5th day of the month for the duration of the contract. Application for partial payments shall be submitted on Standard City form.
- 15.2 Material stored on site shall be paid for based on supplier invoice only.
- 15.3 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.
- 15.4 Payments to Subcontractors: The Contractor shall take one of two actions within seven days after receipt of payment by the City.
- a) 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
 - b) Notify the City and Subcontractor, in writing, of his intention to withhold all or a 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.

- 15.5 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, including the retained percentage, 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 and that the Maintenance Bond has been

posted. 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.

Article 16: Discrimination

16.1 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 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.

(b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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

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

Article 17: Claim Process

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 Director of Public Works, then appeal in turn to the 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.

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20 __,

by and between CITY of Staunton, Virginia, herein called "CITY"
(Corporate Name of CITY)

acting herein through its CITY Manager and _____
(Title of Authorized Officials) (Name of CONTRACTOR)

of _____, County of _____, State of _____
herein called "CONTRACTOR."

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

RAW WATER TRANSMISSION MAIN CLEANING

hereinafter 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 AGREEMENT between CITY and CONTRACTOR, consist of the following:

- 1. This Agreement**
- 2. Information for Bidders**
- 3. Bid**
- 4. General Conditions**

Said documents are those prepared by the CITY Public Works Department or their assigned representative for the specific PROJECT.

The CITY agrees to make payment to the CONTRACTOR in accordance with the General Conditions and for the price specified in the bid for work completed.

The CONTRACTOR hereby agrees to commence work as soon as possible after contract award and to **fully complete the work within 45 working days**. Working days refer to Monday thru Fridays, excepting weekends and holidays. If there is a definite need to work on weekends and/or holidays, it will be upon a mutual agreement between the CONTRACTOR and the CITY. Work done on weekends and holidays will be counted within the allotted time of completion mentioned above for the project.

The CONTRACTOR further agrees to pay, as liquidated damages, the sum of 1% of the total bid price for each consecutive calendar day thereafter as herein after provided in Paragraph 9, Information for Bidders.

CONTRACTOR further 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. The provisions of this section of the Agreement shall survive the completion, termination or expiration of the Contract.

The CITY 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 Supplement General 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.

Department Director's Initials

CITY Manager or Authorized Representative

Chief Financial Officer's Initials

Approved as to Legality and Form:

CITY Attorney

(SEAL)

CONTRACTOR

Secretary

By:

Witness

Title

Address

NOTE: Secretary of the CITY should attest. If CONTRACTOR is a corporation, Secretary should attest.

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 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 _____, 20____,
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 _____, 20____

In the presence of:

PRINCIPAL (SEAL)

WITNESS

BY TITLE

SURETY

WITNESS

BY TITLE

Surety: (Attach power of attorney)

CONTRACTOR'S PERFORMANCE BOND
Project: _____

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 Oblige 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 _____, 20____,
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 may 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 _____, 20____,
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:_____

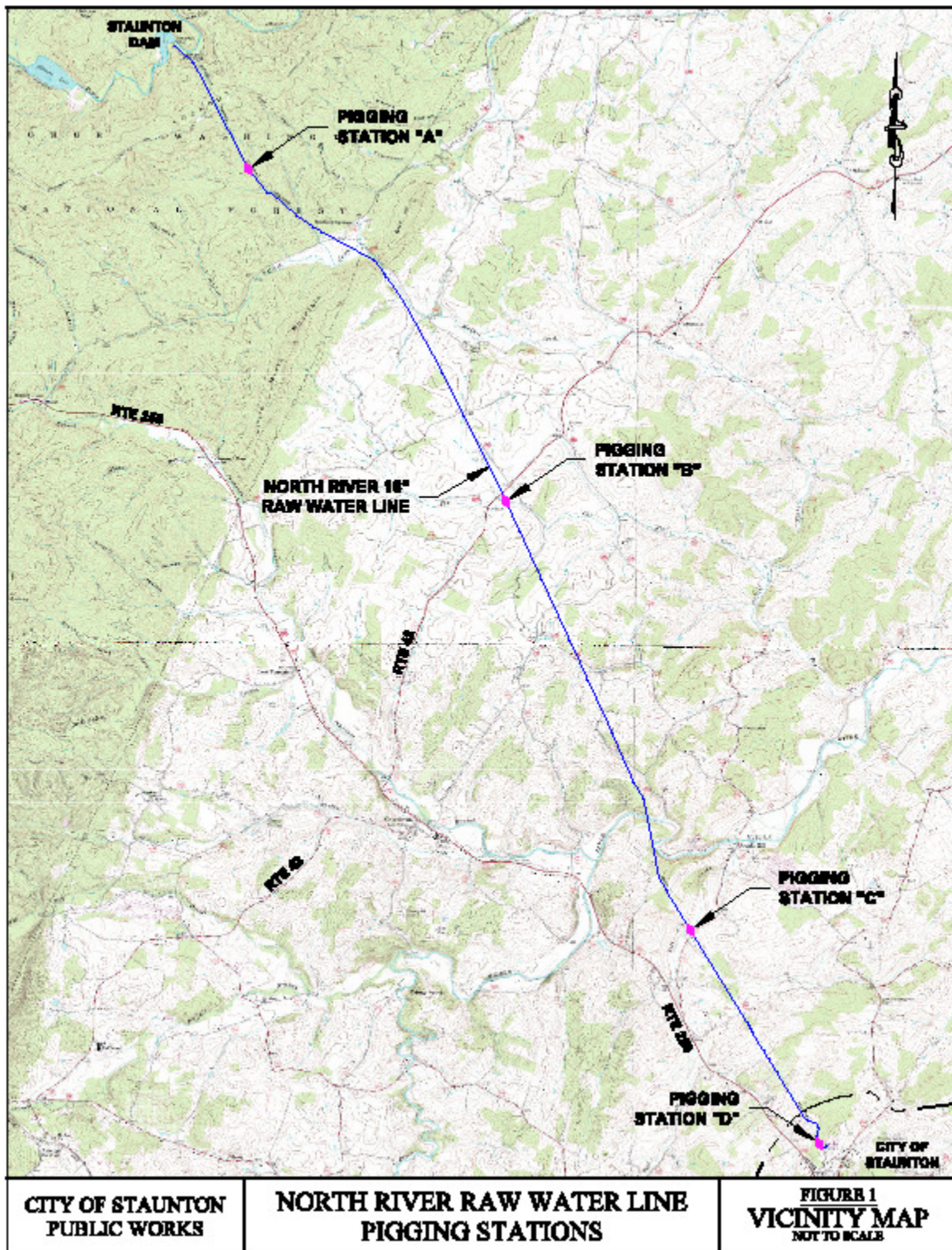


FIGURE-1

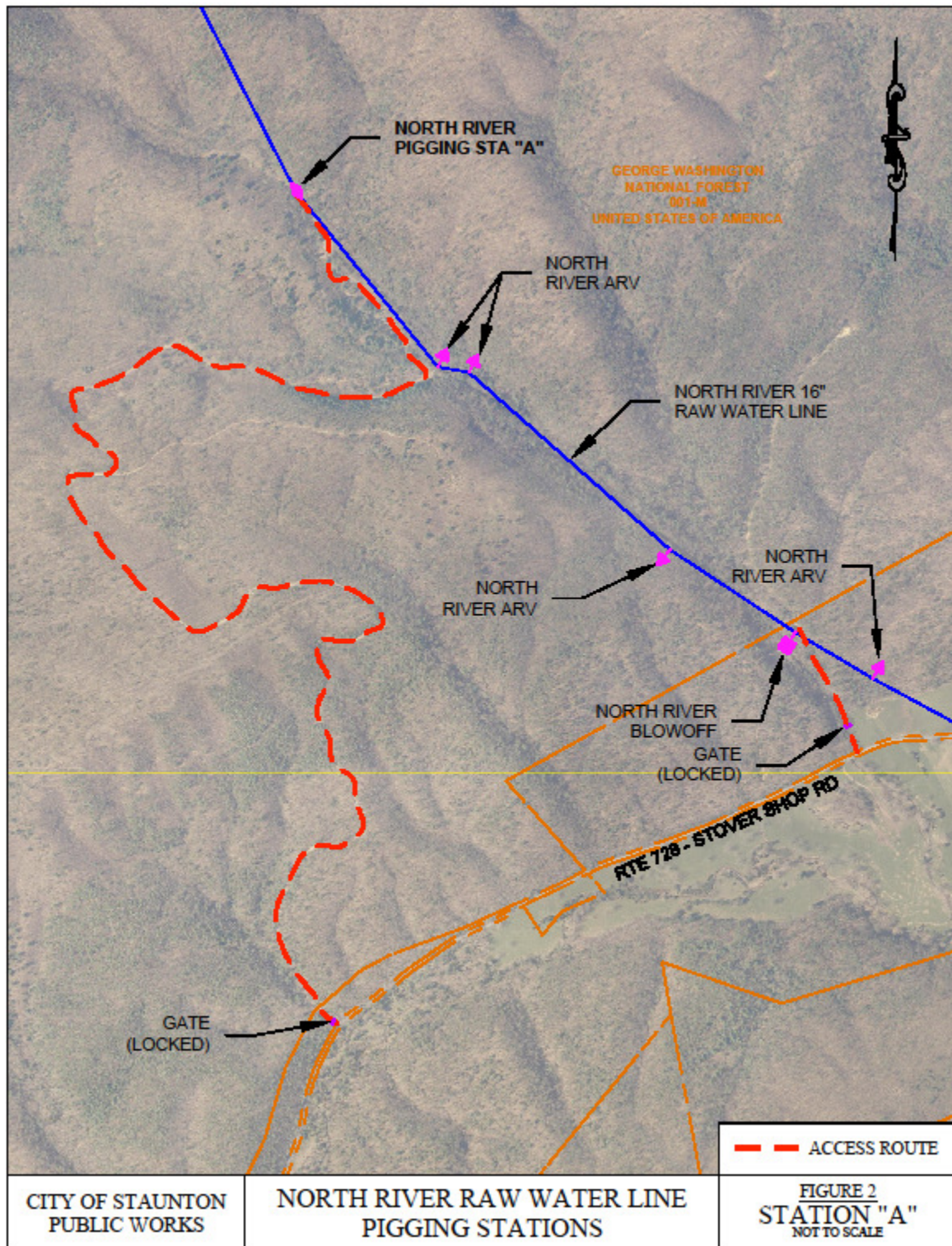


FIGURE-2

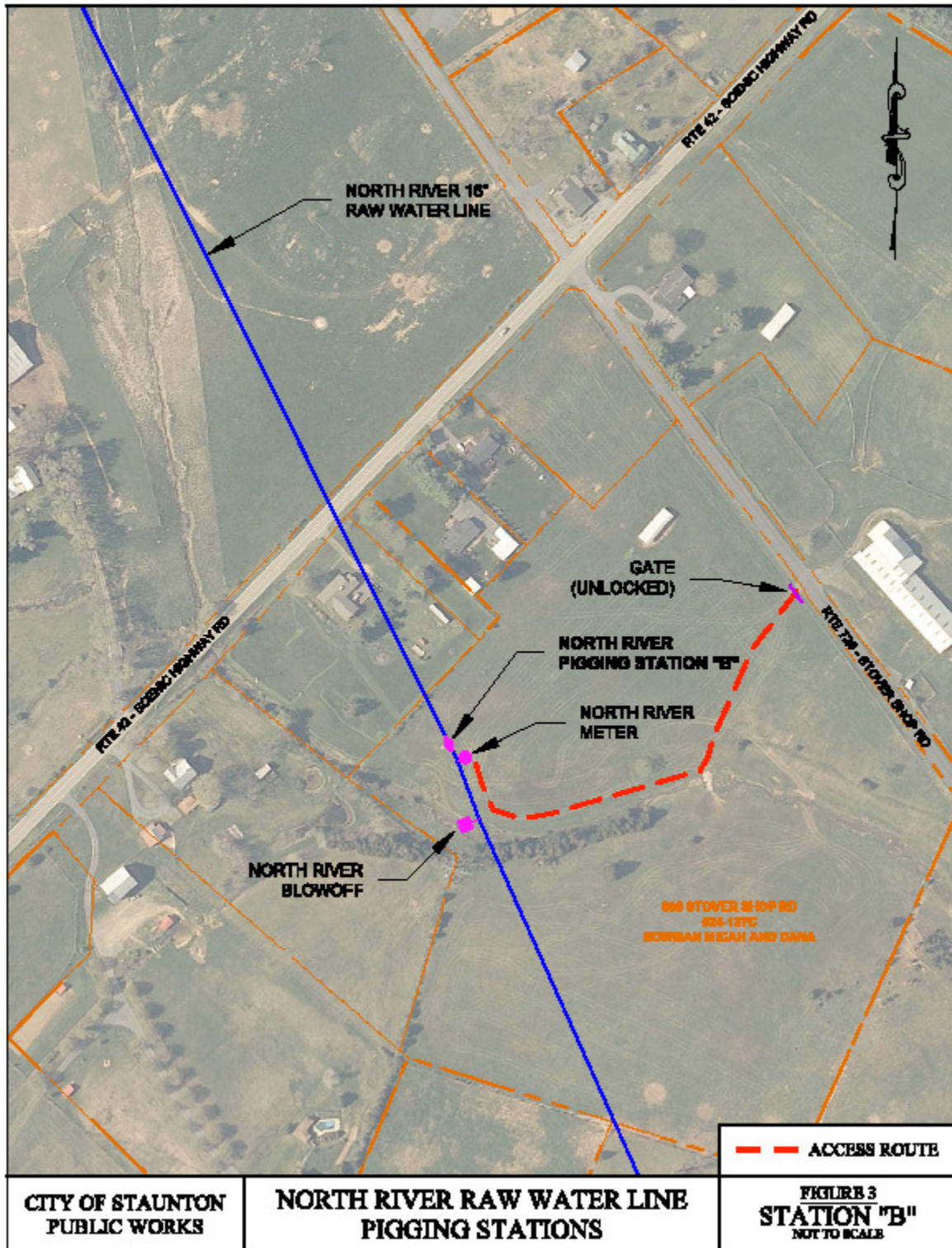


FIGURE-3

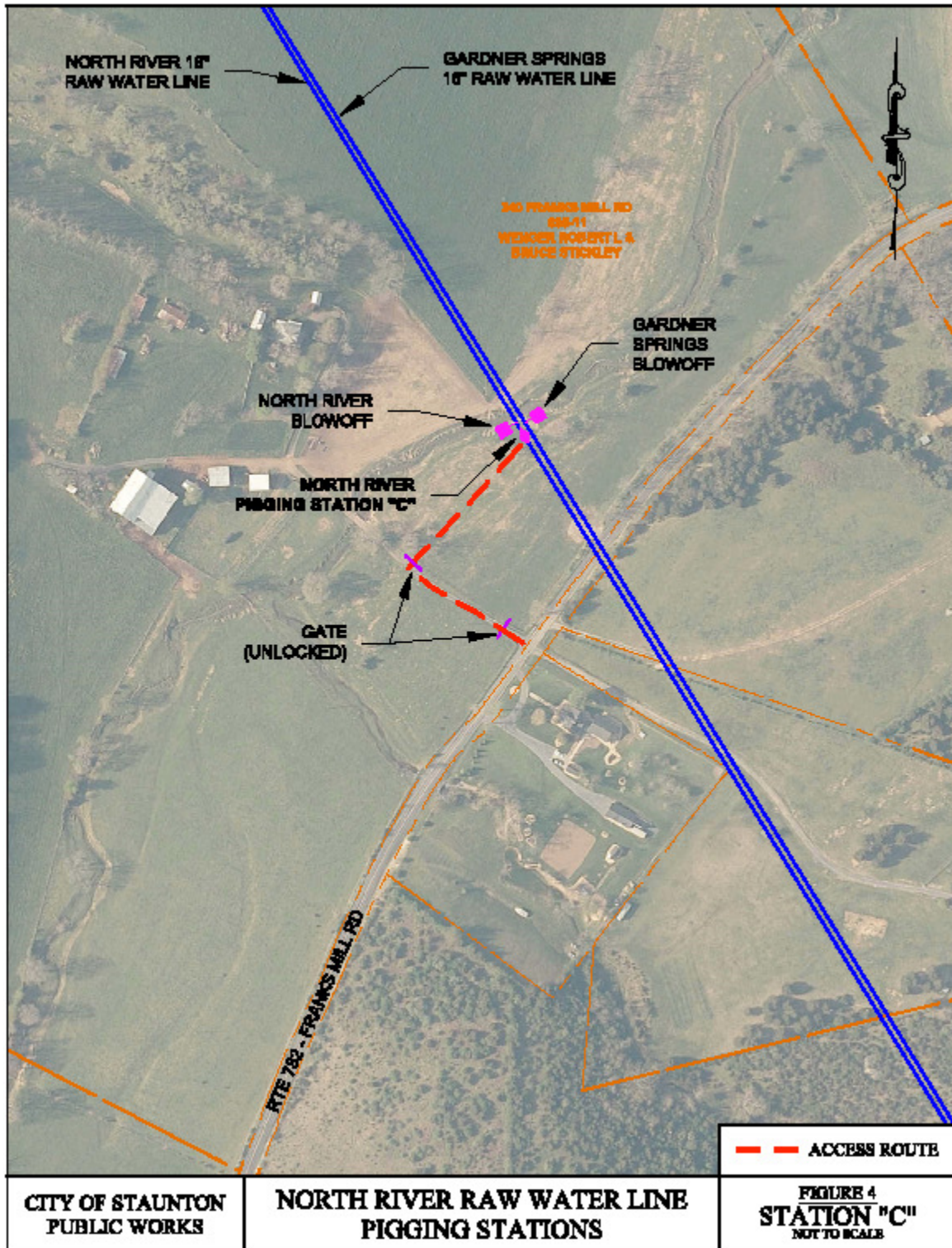


FIGURE-4

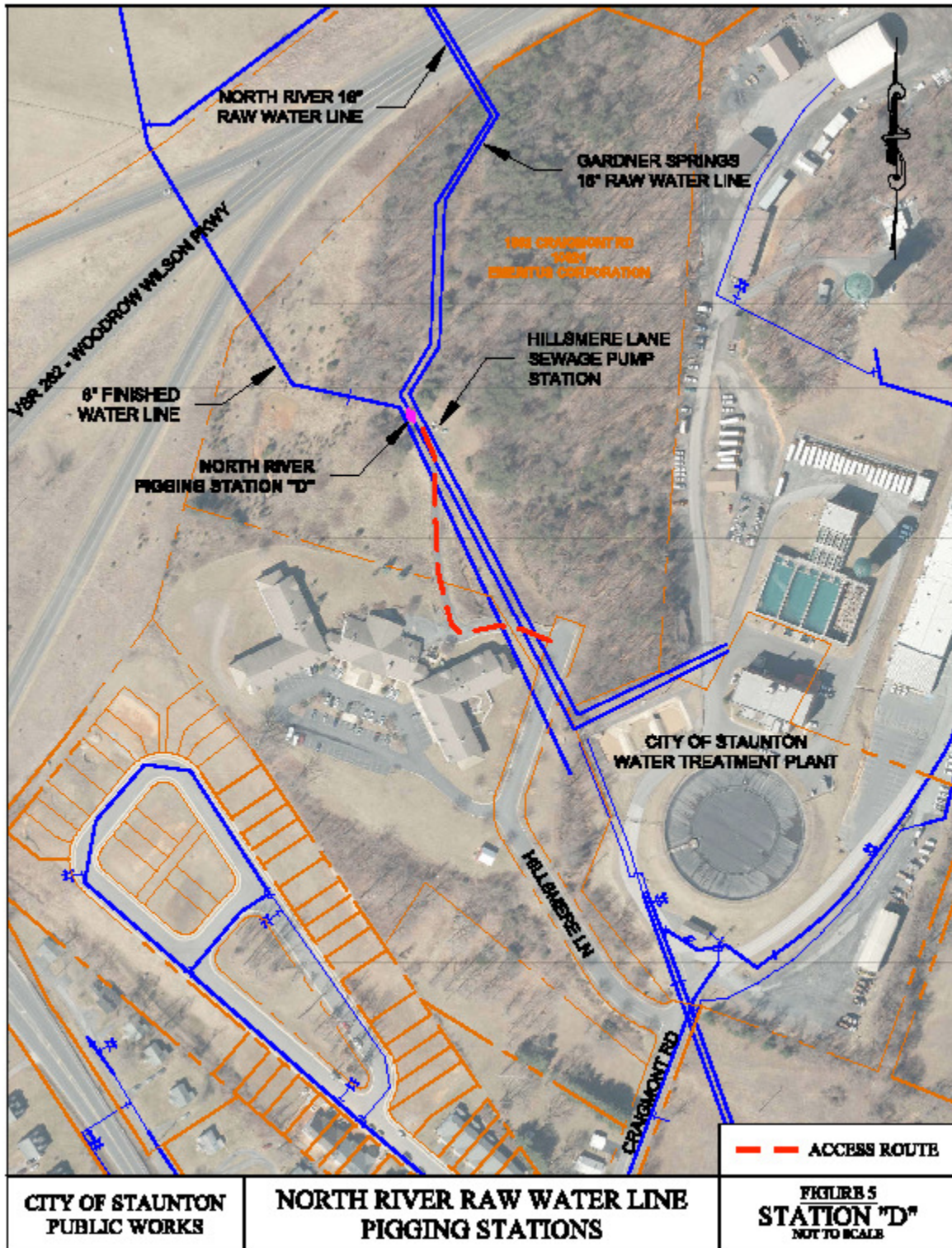


FIGURE-5

PLAN VIEW (TYPICAL) – EXISTING PIGGING STATION

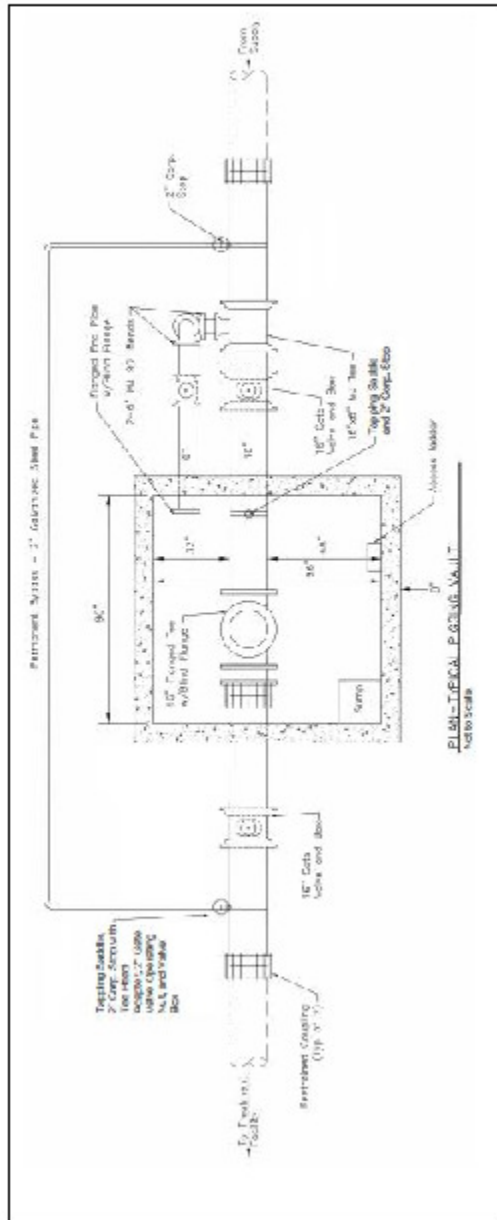


FIGURE-6

FIGURE-7