



DEPARTMENT OF FINANCE

INVITATION TO BID
September 13, 2018

BID TITLE: Routine and Emergency Construction Services

BID: J00218

BID OPENING DATE: Tuesday, October 3, 2018 at 2:00pm

BID BOND REQUIRED: No

The City of Staunton (City) is seeking bids from qualified contractors to provide routine and emergency construction services as specified herein on a task order basis for a period of one (1) calendar year and may be renewed for 2 additional 1-year periods. Work may include maintenance, repair, construction, and new installation of water, sanitary sewer, storm drain lines, and appurtenances at various locations within or near the City. Emergency work will require response within 3 hours of notification. Questions regarding the specifications for this bid should be directed to David H. Irvin, P.E., Utilities Superintendent at (540)-332-3892.

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. "**J00218 – ROUTINE AND EMERGENCY CONSTRUCTION SERVICES**", 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
Chad M. Horvat
Business Finance Manager
P.O. Box 58
Staunton, VA 24402-0058

Overnight To:
City of Staunton
Chad M. Horvat
Business Finance Manager
116 W Beverley St., 3rd Floor
Staunton, VA 24401

Phone: (540) 332-3819

**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 ensure 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**

NOTE: Contractors may choose to bid on Section A only, Section B only, or both Sections A and B. Failure to offer pricing in either Section A or B will not eliminate contractor from consideration. Award will be by Section (Sum of Items 1 and 2 in each Section). All contractors must include costs for Materials in Section C. All billing will be in accordance with rates provided herein.

SECTION A – ROUTINE SERVICES:

<u>Item No.</u>	<u>Description</u>	<u>Hourly Rate</u>	<u>Total Item Hourly Rate</u>
1.	Labor and Supervision		
	a. Foreman	\$ _____	
	b. Backhoe/Excavator Operator	\$ _____	
	c. Truck Operator	\$ _____	
	d. Laborer	\$ _____	
	Total Item 1 (Items a through d):		\$ _____
2.	Equipment		
	a. Backhoe	\$ _____	
	b. Mini Excavator	\$ _____	
	c. Dump Truck	\$ _____	
	d. Crew Pickup Truck	\$ _____	
	e. Air Compressor	\$ _____	
	f. Miscellaneous Air/Power Tools	\$ _____	
	g. Plate Tamper	\$ _____	
	h. Hand Tools, Traffic Control, Signage	\$ _____	
	Total Item 2 (Items a through h):		\$ _____
	TOTAL SECTION A HOURLY RATE BID (ITEMS 1 & 2):		\$ _____
3.	Flagman, as needed (rate is for one VA Certified flagman only).	\$ _____/hr	
4.	Non-routine rock excavation requiring rock breaker, if needed	\$ _____/hr	
5.	Sewer bypass pumping equipment, if needed	\$ _____/hr	

SECTION B – EMERGENCY SERVICES – 3 HOUR RESPONSE TIME:

<u>Item No.</u>	<u>Description</u>	<u>Hourly Rate</u>	<u>Total Item Hourly Rate</u>
1.	Labor and Supervision		
	a. Foreman	\$ _____	
	b. Backhoe/Excavator Operator	\$ _____	
	c. Truck Operator	\$ _____	
	d. Laborer	\$ _____	
	Total Item 1 (Items a through d):		\$ _____
2.	Equipment		
	a. Backhoe	\$ _____	
	b. Mini Excavator	\$ _____	
	c. Dump Truck	\$ _____	
	d. Crew Pickup Truck	\$ _____	
	e. Air Compressor	\$ _____	
	f. Miscellaneous Air/Power Tools	\$ _____	
	g. Plate Tamper	\$ _____	
	h. Hand Tools, Traffic Control, Signage	\$ _____	
	Total Item 2 (Items a through h):		\$ _____
	TOTAL SECTION B HOURLY RATE BID (ITEMS 1 & 2):		\$ _____
3.	Flagman, as needed (rate is for one VA Certified flagman only).	\$ _____/hr	
4.	Non-routine rock excavation requiring rock breaker, if needed	\$ _____/hr	
5.	Sewer bypass pumping equipment, if needed	\$ _____/hr	

SECTION C – MATERIAL COSTS:

- | | | |
|----|--|--------------|
| 1. | Stone backfill for utility cuts under streets and sidewalks or bedding for utility appurtenances | |
| | a. VDOT 21A stone | \$_____/ton |
| | b. VDOT 57 stone | \$_____/ton |
| 2. | Flowable fill for major street backfill | \$_____/cy |
| 3. | Topsoil for yard restorations | \$_____/cy |
| 4. | Straw for yard restorations | \$_____/bale |
| 5. | Kentucky #31 tall fescue grass seed | \$_____/lb. |
| 6. | Cold patch mix for temporary patching | \$_____/ton |
| 7. | Silt fence installation and stakes | \$_____/lf |
| 8. | Erosion control (straw) matting | \$_____/sf |
| 9. | Construction Entrance stone | \$_____/ton |

PER ATTACHED SPECIFICATIONS

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. TERMS: _____

COMPANY NAME:

BY: _____
PRINTED NAME **SIGNATURE**

STREET ADDRESS:

CITY AND STATE:

STATE CONTRACTOR LICENSE NO/TYPE: ...

SCC NUMBER:

E-MAIL:

PHONE: _____ **FAX:** _____

ROUTINE AND EMERGENCY CONSTRUCTION SERVICES SPECIFICATIONS

The City of Staunton is seeking bids from qualified contractors to provide routine and emergency construction services as specified herein on an “as needed” basis for a period of one (1) calendar year. Work may include maintenance, repair, construction, and new installation of water, sewer, and storm drain lines and appurtenances at various locations within or near the City. Emergency work will require response within 3 hours of notification.

Bid Questions and Addenda: All questions must be submitted **in writing** to David Irvin, Utilities Superintendent at irvindh@ci.staunton.va.us no later than 4:00 p.m. Thursday, September 20, 2018. Prior to submitting their bids, it is the contractor’s responsibility to check the City of Staunton website (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation to Bid. Any addenda and all questions and answers will be posted to this site by close of business on Friday, September 21, 2018.

Section A – Routine Services

Contractor shall install, repair, or replace water lines and appurtenances, sanitary sewer lines and appurtenances, storm drain lines and appurtenances, and other related work at various locations within or near the City on a routine, task order basis as requested by the City.

- 1) All work shall be done under the direction of the appropriate City Public Works Department Superintendent or their designee.
- 2) The Contractor shall submit a detailed written proposal to the appropriate Superintendent for all work requested by the City Public Works Department for its review and approval prior to beginning any work on any project. Submitted proposals shall clearly indicate and list **all** proposed labor, materials, equipment, supervision, and costs required for the work.
- 3) Proposals for water and sewer work shall be submitted to the Utilities Superintendent, David Irvin. Proposals for storm drain work shall be submitted to the Streets Superintendent, Steve Yancey.
- 4) No work on any project shall commence prior to receiving written approval and authorization from the City. Written approval and authorization for routine services will be in the form of a City Purchase Order.
- 5) The Contractor shall provide all necessary labor, equipment, and supervision in accordance with the unit prices set forth in Section A of the Bid Form. The Contractor shall provide a competent foreman for all work. Labor, materials, equipment, and supervision required by the work, but not listed on the Bid Form, shall be clearly listed and described on the Contractor’s proposal for the work. **The City will NOT provide any additional compensation or reimbursement compensation for any labor, materials, equipment, or supervision used by the Contractor without having received prior written approval and authorization by the City.**

- 6) Prior to beginning any work on any project, the Contractor shall provide the City a schedule of the parts and materials required, with quantities and sizes required, for the proposed work. The City shall provide standard parts and materials such as utility pipe (including ductile iron, PVC, etc.), copper or plastic tubing, meter boxes, check valves, shut-off valves, gate valves, valve boxes, fire hydrants, manhole frames and covers, sewer cleanouts, cleanout covers, and related parts and fittings for the work with the following exceptions:

Unless otherwise directed by the City, the Contractor shall provide and install materials required for the following:

- **Field-formed concrete structures,**
- **Precast concrete structures,**
- **Excavation backfill,**
- **Surface restoration**

- 7) Contractor must adhere to all requirements in Section D below.

Section B – Emergency Services

When requested, the Contractor shall assist Public Works personnel in emergency repair and restoration activities for water lines and appurtenances, sewer lines and appurtenances, and storm drain lines and appurtenances or other related emergency work at various locations within the City. Typical services may include repairing water line breaks, unclogging sewer blockages, providing bypass pumping, clearing storm drains, repairing storm related damages, clearing storm related debris, protecting property, and assisting with traffic control.

- 1) The Contractor shall provide emergency services within 3 hours of notification. These services shall be available 24 hours per day including weekends and holidays, in accordance with the unit prices set forth in Section B of the Bid Form.
- 2) Contractor must ensure that personnel and equipment are available and that initial contact with Contractor can be made within the first hour. Successful contractor must provide the City with a cell phone contact name and number that is available 24 hours per day. Failure to respond within the times lines set forth herein may constitute cause to cancel the contract.
- 3) The City will provide parts and materials for emergency repairs as available. Should undefined or unavailable parts or materials be required, the Contractor and City shall discuss and agree to the procurement, supply, and delivery of said parts and materials prior to commencement or continuation of the work.
- 4) The City Public Works Department Superintendents or their designees will provide necessary site supervision for all responding emergency Contractors for work to be assigned to the Contractor once on site.
- 5) Contractor must adhere to all requirements in Section D below.

Section C – Materials

Contractor shall provide all materials listed in Section C of the Bid Sheet at the prices listed, for the duration of the contract.

- Stone backfill shall be VDOT 21A for utility cuts located under streets and sidewalks and VDOT 57 for bedding for utility appurtenances, unless otherwise directed by the City.
- Flowable fill for major street backfill as directed by the City.
- Topsoil for yard restorations – topsoil shall be free of rock and other materials unsuitable for this purpose.
- Straw for yard restorations
- Kentucky #31 tall fescue grass
- Cold patch mix for temporary patching
- Silt fence installation and stakes
- Erosion control (straw) matting
- Construction Entrance stone

The Contractor shall also provide and install materials required for field-formed concrete structures, precast concrete structures, excavation backfill, and surface restoration unless otherwise directed by the City.

Section D – General Requirements

- 1) Contract period shall be for one (1) year from date of award. Purchase orders shall be issued to cover all work performed. Multiple purchase orders may be issued during the Contract period.
- 2) The City reserves the right to renew this Contract for two additional one (1) year periods, if so desired and agreed upon by both parties, depending upon negotiated fee. Price adjustments at each renewal period will be with the approval of the City based on documentation submitted by the Contractor but in no case shall exceed the change in the Consumer Price Index for All Wage Earners for this region. The City reserves the right to re-solicit bids from other contractors after each one (1) year period.

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

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

- 3) The City reserves the right to negotiate additional work at the same hourly rates bid for one full year from the date bids are opened and, if renewed, for one full year from the date of each renewal. The City of Staunton reserves the right to award work to more than one Contractor if in the best interest of the City.
- 4) Contractor invoicing shall be in accordance with bid items, e.g., hourly rates, materials, and equipment shall be identified on each invoice. Contractor-supplied materials such as gravel and flowable fill shall have backup for billing such as gravel ticket or concrete ticket specifying the job and quantity used. Other Contractor supplies such as topsoil, straw, and seed shall be verified by the City inspector for each job on which these materials are used.
- 5) All work shall adhere to City of Staunton Engineering Design and Construction Standards and other applicable standards as appropriate to the work being performed.
- 6) Contractor shall guarantee the repair and maintenance of any failure of work for a period of one (1) year whether due to faulty materials (for those materials supplied by the Contractor) or any workmanship at no additional cost to the City.
- 7) Contractor shall comply with all OSHA and VIOSH requirements in effect at time work is performed.
- 8) Contractor shall contact VA811 (Miss Utility) 48 hours before conducting any excavation.
- 9) All work and construction sites must adhere to City and State Erosion and Sediment Control Requirements. All on-going construction sites must be properly secured with respect to erosion and sedimentation controls after each business day.
- 10) All work in City Right-of-Way must have proper signage and appurtenances for traffic control based on the latest MUTCD and VDOT standards. The Contractor shall secure each work site at the end of each work day to protect the public.
- 11) The Contractor shall be responsible for securing their own material and equipment storage areas for each work site. The Contractor shall be responsible for securing their own disposal site and method for all unused excavated material. Any steel or metal appurtenances owned by the City that are replaced by the Contractor shall be returned to the City by the Contractor.
- 12) The Contractor shall restore the surface above all utility cuts in streets in accordance with the City's Design and Construction Standards and Details. The Contractor shall ensure trench backfill in streets is maintained throughout the project prior to final paving such that no hazards exist to the public. Disturbed street surfaces shall not be reopened to public travel, even temporarily, without cold patch mix or plant mix asphalt, unless otherwise directed by the City. When plant mix asphalt is no longer locally available due to the local asphalt plants closing for the season (typically in winter months), the Contractor shall use temporary pavement patches using cold mix asphalt immediately after backfilling. The Contractor shall then return to the site to remove the cold mix asphalt patch and replace it with plant mix asphalt when plant mix asphalt becomes available. Where applicable, no work site, utility cut, or surface restoration shall be considered complete until patched with plant mix asphalt.

- 13) 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.
- 14) The Contractor shall be responsible for obtaining all required City permits **at their own expense**. The successful Contractor must have a valid City of Staunton Business License, which can be obtained at the Commissioner of Revenue office, 116 W. Beverley Street, Staunton, Virginia.
- 15) 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.
- 16) Prior to contract award, the Contractor shall furnish certificates of General Liability, Vehicle Liability, and Worker's Compensation Insurance in amounts not less than \$2,000,000, \$1,000,000, and \$500,000 respectively, to the City. All insurance coverages shall be written by companies licensed to do business in Virginia and shall be administered by a Virginia registered agent. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."
- 17) 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.
- 18) The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this Contract. In the absence of such annual appropriation, either the City of Staunton or the Contractor may terminate this Contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.
- 19) 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, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

- 20) The Contractor shall 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 shall survive the completion, termination or expiration of any Agreement.
- 21) 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 bid and contract terms.
- 22) Any contract awarded as a result of this Invitation to Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.
- 23) During the performance of this Contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is 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 the 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.