



DEPARTMENT OF FINANCE

INVITATION TO BID

DEMOLITION OF BUILDINGS AT STAUNTON CROSSING

SEPTEMBER 10, 2019

BID TITLE: Demolition of Buildings at Staunton Crossing

BID #: I00219

PRE-BID MEETING: September 17, 2019, 9:00 A.M.

BID OPENING DATE: October 17, 2019, 2:00 P.M.

BID BOND REQUIRED: Yes

PERFORMANCE BOND REQUIRED: Yes

The City of Staunton (City), on behalf of the Staunton Economic Development Authority (EDA) is soliciting competitive bids for services involving and associated with the demolition of selected buildings; the abatement of hazardous materials; the removal and disposal of above and underground tanks; and the salvage of equipment and building materials at the Staunton Crossing property (formerly Western State Hospital campus), located on 275 acres with the main entrance on Crossing Way off of Richmond Avenue and a secondary access at 100 North Frontier Drive in the City of Staunton, Virginia.

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..

All bids must be submitted in a sealed envelope plainly marked, Bid No. **"I00219 – DEMOLITION OF BUILDINGS AT STAUNTON CROSSING"**, 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 bid not properly addressed and identified.

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.

All offerors shall abide by all applicable State and Federal laws. The City of Staunton does not discriminate against small and minority businesses or faith-based organizations.

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail:

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

Overnight:

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

Bid Schedule

Invitation to Bid Posted	September 10, 2019
Pre-Bid Meeting	September 17, 2019 at 9:00 AM
Questions Submission Deadline	September 24, 2019 by 1:00 PM
Addenda and Questions & Answers Posted	September 26, 2019 by 5:00 PM
Bid Submission Deadline	October 17, 2019 by 2:00 PM
Project Start (<i>Estimated Date</i>)	December 2, 2019

ALL BIDS MUST BE SUBMITTED PRIOR TO 2:00 P.M., OCTOBER 17, 2019.

The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Bidder to ensure that its bid reaches the Finance Business Manager by the designated date and time. All Bidders shall abide by all applicable State and Federal laws. This public body does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

Inquiries Concerning the Bid

Any questions or comments concerning this Invitation to Bid should be directed in writing to:

William L. Vaughn
Director of Community and Economic Development
City of Staunton, Virginia
P.O. Box 58
Staunton, Virginia 24402-0058
vaughnwl@ci.staunton.va.us

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 percent of the total bid price. In the event of default by the bidder the 5 percent deposit shall 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:

Unit Prices

The following unit prices are required to be included in the offer by the bidding contractor. The unit prices are complete, including surveying, design, labor, materials, burden, fringes, equipment, supervision, services, applicable insurance, taxes, and freight and subcontractor costs.

The awarded contractor will be bound by these for the duration of the contract and the unit prices shall be used to adjust the base bid amount for changes to the scope of work.

- a) Excavate, load, haul and legally dispose of petroleum based contaminated soils.
\$_____/CY.
- b) Pump, containerize, haul and legally dispose of petroleum contaminated water.
\$_____/GAL.

- c) Pump, containerize, haul and legally dispose of sewage or sewage contaminated water.
\$ ____/GAL.
- 4) **BONDS**: 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>.

Bid Form on next page.

BID FORM

The City requires the below bid information to be submitted. Each bidder will be required to submit two bid prices. One bid price will include utilization of a landfill of the contractor's choice with estimated tonnage multiplied by the tipping fee. One bid price will include utilization of the Staunton Waynesboro Augusta Land fill with estimated tonnage with tipping fees waived.

ITEM

With Tipping Fees Included

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>TOTALS</u>
<u>Option A:</u>	Buildings and associated tanks excluding buildings 123, 124, and 126.	
		TONS
	Tonnage	
	X Cost per Ton including Tipping Fee	\$
	Less Salvage Credit	\$
	<u>Total Demolition Option A Total:</u>	\$
<u>Option B:</u>	Buildings 123, 124, and 126 and associated tanks.	
		TONS
	Tonnage	
	X Cost per Ton including Tipping Fee	\$
	Less Salvage Credit	\$
	<u>Total Demolition Option B Total:</u>	\$
Landfill being utilized: _____		
	<u>Grand Total Options A & B:</u>	\$

Bid Form continued on next page.

ITEM

With Tipping Fees Waived by the Staunton, Augusta and Waynesboro Landfill

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>TOTALS</u>
<u>Option C:</u>	Buildings and associated tanks excluding buildings 123, 124, and 126.	
		TONS
	Tonnage	
	X Cost per Ton	\$
	Less Salvage Credit	\$
	<u>Total Demolition Option C Total:</u>	\$
<u>Option D:</u>	Buildings 123, 124, and 126 and associated tanks.	
		TONS
	Tonnage	
	X Cost per Ton	\$
	Less Salvage Credit	\$
	<u>Total Demolition Option D Total:</u>	\$
	<u>Grand Total Options C & D:</u>	\$

Bid Form continued on next page.

Unit Prices

The following unit prices are required to be included in the offer by the bidding contractor. The unit prices are complete, including surveying, design, labor, materials, burden, fringes, equipment, supervision, services, applicable insurance, taxes, and freight and subcontractor costs.

The awarded contractor will be bound by these for the duration of the contract and the unit prices shall be used to adjust the base bid amount for changes to the scope of work.

- a) Excavate, load, haul and legally dispose of petroleum based contaminated soils.
\$ _____/CY.
- b) Pump, containerize, haul and legally dispose of petroleum contaminated water.
\$ _____/GAL.
- c) Pump, containerize, haul and legally dispose of sewage or sewage contaminated water.
\$ _____/GAL

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.

Bid Form continued on next page.

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: Staunton

TERMS: _____

BIDDER/COMPANY NAME: _____

BY: _____

TYPED NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY AND STATE: _____

FEDERAL ID NUMBER: _____

DATE: _____ PHONE: _____ FAX: _____

DEMOLITION OF BUILDINGS AT STAUNTON CROSSING SPECIFICATIONS

Location: The project location is the Staunton Crossing property (formerly Western State Hospital campus), located on 275 acres with the main entrance on Crossing Way off of Richmond Avenue and a secondary access at 100 North Frontier Drive in the City of Staunton, Virginia. Property is bounded on the east by Interstate 81, on the south by Richmond Avenue (U.S. Route 250), on the west by CSX & Buckingham Branch Railroad and North Frontier Drive (State Route 644), and on the north by Valley Center Drive. **Appendix A** is a location map of the site.

Ownership: The property is owned in fee simple title by the EDA, a legal entity separate from the City of Staunton.

Bid Details: Bid responses shall include a breakdown of costs for the services as identified in *Section II Scope of Work* utilizing the following options with and without landfill tipping fees:

Buildings and associated tanks excluding buildings 123, 124, and 126.

Buildings 123, 124, and 126 and associated tanks.

Total Bid for Both A & B

Total Bid for Both C & D

Based on available funding, the City will determine which options to engage with the successful bidder. **Appendix B** identifies the location of buildings while **Appendix C** identifies the approximate location of tanks.

Bid responses shall also include the following information:

1. Qualification and Experience

Describe the experience of the firm or consortium of firms making the bid and the key principals involved in the proposed project including experience with projects of comparable size and complexity, and prior experience bringing similar projects to completion on budget and on schedule. Describe any comparable projects undertaken for local or state governments or any other EDA in the Commonwealth of Virginia. Provide references for each project listed here.

2. Proposed Project Schedule

The bidder agrees to start and complete the work described in the ITB, ***excluding*** design, permitting and other preparatory functions in the following number of calendar days: _____.

Coordination between Demolition and Environmental Abatement Work: To ensure the best coordination between demolition and environmental abatement activities, it is strongly preferred that companies proposing to do the demolition work have an in-house environmental abatement capability or propose to use a sub-contractor with whom the demolition contractor has worked previously on similar, large demolition projects.

Pre-Bid Meeting: A Pre-Bid Meeting will be held at **9:00 a.m. on September 17, 2019 in the City Council Caucus Room, on the 1st Floor of City Hall, 116 W. Beverley Street, Staunton, Virginia.** A site tour will be held immediately following the meeting.

During the site tour bidders will be allowed to inspect and analyze the current environment and collect further data in determination of their ability to perform the work on the project required. The Bidder shall be presumed to have made a reasonable inspection of the premises before the time of Bid submission and shall be held responsible for all information available through such inspections; and submission of a Bid will be a confirmation that the Bidder did make a site inspection and is aware of all conditions affecting performance and price(s) submitted.

The City may determine in its sole discretion that a second pre-bid meeting is necessary, the date and time of any such second pre-bid meeting will be disclosed in an amendment to this Bid. Additional information on work to be performed will be provided at this meeting.

Bid Questions and Addenda: Prior to submitting their bids, it is the contractor's responsibility to check the web-site (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation to Bid. **Any procurement or technical questions must be submitted in writing to Chad Horvat at horvatcm@ci.staunton.va.us no later than 1:00 p.m. on September 24, 2019.** Any addenda issued and all questions and answers will be available on web site by **5:00 p.m. on September 26, 2019.**

Bid Due Date: Responses to this bid must be received by **2:00 p.m. October 17, 2019.** The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its bid reaches the Supervisor of Purchasing by the designated date and hour. **Facsimile and e-mail submittals are not acceptable.**

PROJECT DESCRIPTION

I. BACKGROUND

In 2009, the City and the EDA completed negotiations to acquire the Western State Hospital campus from the Virginia Department of Behavioral Health and Developmental Services (DBHDS). In 2013, the EDA assumed total control of the site. The following year, the City began construction on a new \$1.8 million boulevard to serve as the main entrance. In 2015, the City and EDA began site preparation by demolishing a 3-story, 30,000 square foot building and relocated a smaller state-operated building for the initial phase of future development. In 2016, the front 30 acres was sold to local developers for commercial development, and a couple of years later, the Hilton Tru and Marriott Fairfield Inn hotels opened their doors. Plans are to continue to facilitate private re-development of the property following demolition and removal of the structures.

In addition to the above mentioned efforts, the City was awarded an \$8.7 million VDOT Smart Scale grant to extend Crossing Way through the Staunton Crossing to connect to Valley Center Drive providing a new transportation network to support planned economic development. Construction is slated to begin in 18 months.

The Commonwealth Center for Children and Adolescents facility is not a part of Staunton Crossing nor is it a component of this demolition project.

II. SCOPE OF WORK

Contractor shall provide, furnish deliver, supply and install, all necessary or appropriate labor, services, parts, tools, materials, equipment, items and resources as may be required to complete the work on the project, in accordance with the specifications and terms and conditions stated herein, which shall include at a minimum, but is not limited to, all of the following:

1. Local, State or Federal Permits

The contractor shall be responsible for obtaining all required state and local permits and requesting inspections for this project.

At the Contractor's sole cost and expense, the Contractor shall, obtain "Building Demolition Permit(s)" and any other necessary approvals or permits relating to the project before beginning the demolition work and maintain the permits throughout the demolition process and Project as applicable. The Contractor shall comply with all requirements set forth in the demolition permits or other permits/approvals.

2. Property Security

The property is currently fenced, gated, and locked to control access. The contractor shall be responsible for maintaining security for the site to prevent theft of building materials, fixtures and any other salvageable materials and to assure safety during the entirety of the project. The primary access to the project site for heavy equipment, shall be through the gate at 100 North Frontier Drive.

3. Salvage

The Contractor is responsible for the identification, removal, and salvage of all building materials, fixtures, and equipment and the sale or other disposal of salvaged items. Examples of salvage materials may include, but are not limited to: copper, slate roof materials, HVAC equipment, chillers, generators, and kitchen equipment. In preparing the response to this Bid, the bidder shall estimate the value of revenues from sale of salvage and subtract that amount from the cost of demolition to yield a net cost of the demolition project to the City. A detailed list of items and associated value shall be included in the bid response.

4. Environmental remediation

The contractor will be responsible for providing all hazardous materials (HAZMAT) testing and monitoring procedures for the execution of all HAZMAT abatement and demolition work. All required federal, state and local testing and monitoring procedures will be observed for any and all hazardous materials abatement or demolition on the project. The oversight entity will be a licensed industrial hygienist and will oversee and conduct all testing and reporting operations for HAZMAT monitoring. The oversight entity will conduct inspections and monitoring to protect the public from exposure to hazardous materials. The oversight entity will verify demolition operations are in accordance to the HAZMAT design specification created by the contractor and is compliant with all

applicable regulations. Any evidence of violations of the regulations will be reported immediately to the City.

The City was awarded grant assistance from The Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF), administered by the Virginia Resources Authority (VRA) and the Virginia Economic Development Partnership Authority (VEDP). The successful bidder will have to provide separate notated invoicing for all safe removal and disposal of hazardous materials. This is to include UST and AST removal, disposal and backfill.

5. Removal of Above and Underground Utilities

a. Site Above Ground Utility Removal

The contractor shall remove all existing above ground steam, chilled water or fuel oil utilities in their entirety, including piping/insulation, supports, support foundations, valve stations, manholes and all other supporting items and system components. The utilities are to be removed entirely from the project site from point of origin to point of use. See **Appendices B, C, D, and E** for data indicating potential above ground utilities.

b. Site Underground Utility Removal

The contractor shall remove all existing below ground steam, chilled water, condensate, fuel oil, sanitary sewer, domestic water, fire water, storm water, roof drain lines, natural gas, electrical and data/communication utilities in their entirety, including piping/insulation, valves, hydrants, PIV's, supports, support foundations, manholes, pump stations (complete), sump pumps and all other supporting items and system components. The utilities are to be removed entirely from the project site from point of building connection to utility termination or 15' inside any exterior property line. Excavations and/or trenches from the utility demolition will be backfilled with crushed masonry as noted in item 10. Crushing of Masonry in this ITB.

See the following PDF documents for utility information: "Electrical Primary Distribution System, Fire Hydrants, Gas Distribution System, Sanitary Sewer System, Storm Sewer System, Under Ground Steam Tunnels, Valve Schedule for Domestic Water 050703 and Water Supply" for data indicating potential underground utilities. The contractor shall cut, cap and make safe all utility points of connection to outside utility outbound or inbound services; the contractor shall coordinate this effort with outside utility providers as required.

6. Removal of Above and Underground Tanks

The contractor shall remove and dispose of identified tanks associated with demolished buildings utilizing mandated environmental abatement procedures as required by Local, State, and Federal regulations. The Contractor shall obtain the required permits prior to any work performed. All permits are obtained at the

Contractor's expense. **Appendix C** identifies tank locations. **Appendix F** is a detailed list of the tanks and descriptions.

7. Building Demolition

The contractor shall demolish selected buildings. **Appendix D** is a complete listing of all buildings including square footages and number of floors. **Appendix E** provides a picture and description of each building. **Appendix B** identifies the location of buildings. Building floors plans will be made available.

8. Removal of Materials and Backfill

The contractor shall remove concrete slabs, footings, foundations, basements, and utility tunnels and backfill these areas of the demolished buildings. Material shall be clean, free of organic matter, and all deleterious substances. Fill, however, may contain crushed masonry where appropriate.

9. Erosion and Sediment Control

The contractor shall be responsible for filing an erosion and sediment control plan with the City and implementing the plan on site with appropriate structures and technology consistent with requirements of applicable law. A copy of the approved erosion and sediment control plan shall be maintained on the site at all times. In addition, it is the Contractor's responsibility to comply with any storm water guidelines imposed on building demolition and/or site disturbance projects by the City, the Virginia Department of Health, the Virginia Department of Environmental Quality, or the Virginia Department of Conservation and Recreation and all other applicable laws.

10. Removal from Site of Construction Debris

The contractor shall remove from the site and dispose appropriately of all construction debris other than the masonry building materials to be crushed on site and salvage materials and items. Construction debris includes, but is not limited to, drywall, floor substances, ceiling tile, wall studs, floor joists, roof rafters and other non-masonry materials. The contractor shall provide disposal estimates in tonnage per truckload for all construction debris. The bidders shall base their bids on the use of legal landfills of their choice. The landfills used in the formulation of the base Bid will be clearly identified in the proposal responses. The solicitor reserves the right to choose the landfill for all debris related to the Staunton Crossing Demolition. All disposal of all debris shall satisfy all applicable federal, state and local laws that govern such disposal.

11. Crushing of masonry

The Contractor shall crush masonry building materials on-site for the purpose of depositing the crushed masonry materials on-site into fill areas. Contractor is required to comply with excavating, backfilling, and compacting procedures for soils used as backfill material to fill basements, voids, depressions or excavations resulting from demolition of structures, foundations, pipe trenches, and underground storage tanks. Fill shall be placed in successive uniform layers not more than 8 inches in thickness before compaction over the entire area. Each layer shall be compacted within a tolerance of 20 percent of optimum moisture content

to a density of at least 95 percent of the theoretical maximum density and the responsibility of the Contractor to confirm by appropriate testing and reporting. Field density determinations will be performed in accordance with the requirements of AASHTO T191, with a portable nuclear field density testing device or by other approved methods. When a nuclear device is used, density determinations for fill material will be related to the density of the same material tested in accordance with VTM-1 or VTM-12.

As the compaction of each layer progresses, continuous leveling and manipulating shall be performed to ensure uniform density. Prior to placement of subsequent layers, construction equipment shall be routed uniformly over the entire surface of each layer or the layer shall be scarified to its full depth in the area where the equipment is routed.

12. Transporting of crushed masonry and placement in controlled fill conditions on site

Fill sites will be identified within the Staunton Crossing property. The Contractor shall transport the crushed masonry to designated fill areas and place and compact the fill material in controlled fill layers.

13. Site Grading and Restoration

Fill and grading will be required to bring the grade to the level of ground surface adjacent to the demolition sites. Uniformly grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. All disturbed areas must be graded to provide positive drainage, and to match the surrounding grades.

All bare soil areas located in the immediate area of demolition and areas disturbed by the demolition shall be restored and shall be stabilized with seed and covered with clean straw immediately after seeding according to local erosion and sediment control regulations.

14. Sidewalks, parking lots and streets

All sidewalks within 20 feet of demolished buildings shall be removed. The contractor is not responsible for the removal of streets or paved parking lots. These facilities shall remain in place unless removal or disturbance is required for the demolition or removal of any building.

15. Landscaping

The contractor is not responsible for the removal of trees or landscaping. Landscaping features shall remain in place unless removal or disturbance is required for the demolition or removal of any building.

III. CONDITIONS OF WORK

1. Work Times

Work times are from 6:00 a.m. to 8:00 p.m. Monday through Saturday unless otherwise approved by the City.

2. Encroachment on Other Properties

The contractor will avoid any encroachment on neighboring properties. The contractor is solely responsible for any damages to adjoining properties or improvements caused by operations, including damage or loss to adjoining property owners or tenants, whether to buildings, property, etc.

3. Explosives

No explosives shall be allowed without first obtaining a demolition and blasting permit through the City of Staunton Department of Planning and Inspections Staunton and the Staunton Fire Department and complying with all applicable laws.

4. Dust Control

Water sprinkling and/or other measures should be taken to limit the amount of dust and dirt rising and scattering in the air.

5. Burning

Burning on-site is not permitted unless approved by the City and meeting all required local and state laws.

IV. CONTRACTOR REQUIREMENTS BEFORE ANY WORK MAY BE STARTED

1. Completion of Contract Documents

Prior to beginning work the Contractor shall complete all contract documents including a Contract for Services and a Certificate of Insurance (naming the CITY as additionally insured.)

2. Security for Faithful Performance

Simultaneously with 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 written by companies LICENSED TO DO BUSINESS IN VIRGINIA and shall be administered through agent(s) registered in Virginia.

3. City Business License

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, VA.

4. Land Disturbance Erosion and Sediment Control Plan

The Contractor shall present to the City of Staunton, Department of Community Development Engineering Division, an Erosion and Sediment Control Plan and obtain an Erosion and Sediment Control Permit for the project, complying with all applicable laws. A copy of the City of Staunton Erosion and Sediment Control Ordinance is available on the project website at <http://www.staunton.va.us/directory/departments-a-g/city-engineer/erosion-and-sediment-control>.

5. Permit

The contractor shall be responsible for obtaining any and all required Local, State, or Federal permits at its own expense.

PROCUREMENT GUIDELINES

A. CHARGES AND PAYMENTS

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. Payment to Subcontractors:

a. An offeror awarded a contract under this solicitation is hereby obligated:

b. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

c. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.

d. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

B. TESTING AND INSPECTION

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

C. ASSIGNMENT OF CONTRACT

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

D. DEFAULT

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

E. TAXES

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

F. INDEMNIFICATION

The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or subcontractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

G. LIABILITY AND LITIGATION

The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by

jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

H. COPYRIGHTS

The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

I. CONTRACT CONDITIONS

The offeror selected shall not:

- 1.** The offeror shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
- 2.** The offeror shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
- 3.** The offeror shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grant recipient, except when that information has been made available to the general public or will be made available upon request, or when DHR gives written authorization for the use of non-public information on the basis that the use is in the public interest.

J. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This bid indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the bid(s) that best suits the needs of the City.

The specific requirements for the contents of bids are contained in the bid. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the bid to better suit the needs of the City.

In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

K. AWARDING THE CONTRACT

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

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

L. PUBLIC INSPECTION OF PROCUREMENT RECORDS

1. Bids submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

2. Public inspection of certain records:

a. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

b. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

c. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the evaluation and negotiations of bids are completed but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

d. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

e. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall

a) invoke the protections of this section prior to or upon submission of the data or other materials,

b) identify the data or other materials to be protected, and

c) state the reasons why protection is necessary.

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

M. ETHICS IN PUBLIC CONTRACTING

By submitting their bid, all offerors certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their bid, and that they

have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

N. FORUM SELECTION

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

O. PROMPT PAYMENT ACT

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

P. REJECTION OF BIDS

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

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

Q. COSTS FOR BID PREPARATION

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

R. APPROPRIATIONS

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

S. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid 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. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

T. ANTITRUST

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

U. QUALIFICATIONS OF (BIDDERS/OFFERORS)

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

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

V. CANCELLATION OF THE CONTRACT

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

W. AVAILABILITY OF FUNDS

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

X. SELECTION PROCESS/AWARD

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

Y. SAFETY AND OSHA STANDARDS

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

Z. MODIFICATION & WITHDRAWAL OF BID

An offeror may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to

withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.”

AA. CONTRACT TERM

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

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

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

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

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

BB. COMPENSATION AND RECORD KEEPING

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

CC. PAYMENT

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

DD. PERFORMANCE AND PAYMENT BONDS

Successful contractor agrees to provide a performance bond (Attachment PB) and a payment bond (Attachment PYB) for any contract signed which exceeds \$50,000.

EE. BID ADDENDA

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

FF. INSURANCE REQUIREMENTS

Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the

City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list SCS as an additional insured.

GG. CONTRACT TERMINATION

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

HH. DEBARMENT STATUS

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

II. CONTRACTOR UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

JJ. DRUG-FREE WORKPLACE

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

1. provide a drug-free workplace for the contractor's employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

KK. NON-DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

1. 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.

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

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

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

LL. PERMITS AND LICENSES

Any required City permits must be obtained by the contractor at the contractor's sole expense. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

MM. NEGOTIATION WITH SUCCESSFUL BIDDER

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

NN. COOPERATIVE PROCUREMENT

This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

OO. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

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

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

BID BOND

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

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

Signed, this _____ day of _____ 2019

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

NOW THEREFORE,

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

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

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

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

_____(L.S.)

Principal

Surety

By: _____

Seal

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 Oblige 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 _____, 2019,
entered into a Contract with Owner for:

Staunton, Virginia

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by:

(Insert full name or legal title and address)

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

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

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

SIGNED AND SEALED THIS _____ day of _____, 2019

In the presence of:

_____(SEAL)

PRINCIPAL

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 _____, 2019,
entered into a Contract with Owner for:

(Insert name or description and location of project)

in accordance with Drawings and Specifications as prepared by:_____

(Insert full name or legal title and address)

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

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

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

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

_____(SEAL)

PRINCIPAL

WITNESS

BY TITLE

_____(SEAL)

SURETY

WITNESS

BY TITLE

Surety:
(Attach power of attorney)

CONTRACTOR'S LABOR AND MATERIAL
PAYMENT BOND

Project_____