

BID PROPOSAL AND CONTRACT DOCUMENTS

STAUNTON CROSSING DEMOLITION

BID# I00120



Department of Economic Development

October 14, 2020

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ADVERTISEMENT FOR BIDS

PROJECT: **STAUNTON CROSSING DEMOLITION**

BID #: **I00120**

R.S.V.P. for PRE-BID MEETING DUE: **September 16, 2020, 2:00 P.M.**

MANDATORY IN-PERSON PRE-BID MEETING: **September 17, 2020, 11:00 A.M. – 1:00 P.M.**

POST PRE-BID MEETING SITE VISIT: **September 17, 2020, 1:00 P.M. – 4:00 P.M.**

BID OPENING DATE: **October 14, 2020, 2:00 P.M.**

BID BOND REQUIRED: **Yes**

PERFORMANCE BOND REQUIRED: **Yes**

The City of Staunton, Virginia, (hereinafter called the “**Owner**”, or “**Public Body**”) will receive sealed Bids for the furnishing of all labor, materials, supervision, and equipment necessary to complete above titled project at the City’s Purchasing Agent’s Office, located at 116 W. Beverley Street, City Hall, Third Floor, until **2:00 pm local time on October 14, 2020**, at which time the Bids will be publicly opened and read aloud. **Due to the Covid-19 state of emergency in the Commonwealth of Virginia, the City is following state guidance for conducting Bid Openings. No in-person attendees will be allowed at the bid opening.**

The bid opening will be hosted by the City via a Zoom Webinar. Actual opening of the bids will be performed in the Finance Department by Chad Horvat, City of Staunton’s Finance Business Manager, along with one other person to witness. To join the webinar, please enter the following in your web browser:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88456656217?pwd=MmsvMmNNRHVKa1hvSGlyZS9vbnNiQT09>

Passcode: 947874

Or iPhone one-tap :

US: +19292056099,,88456656217#,,,,,0#,,947874# or

+13017158592,,88456656217#,,,,,0#,,947874#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or

+1 253 215 8782 or +1 346 248 7799

Webinar ID: 884 5665 6217

Passcode: 947874

International numbers available: <https://us02web.zoom.us/j/88456656217?pwd=MmsvMmNNRHVKa1hvSGlyZS9vbnNiQT09>

The Zoom Webinar will begin promptly at 2:00 p.m.

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

BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail to:

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

Overnight To

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

ALL BIDS MUST BE SUBMITTED PRIOR TO 2:00 P.M., OCTOBER 14, 2020.

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.

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. “**100120 – STAUNTON CROSSING DEMOLITION**”, 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.

Bid Schedule

Invitation to Bid Posted	September 10, 2020
R.S.V.P for Pre-Bid Meeting Due	September 16, 2020, 2:00 P.M.
Mandatory In-Person Pre-Bid Meeting	September 17, 2020 at 11:00 AM – 1:00 P.M.
Questions Submission Deadline	September 24, 2020 by 1:00 PM
Addenda and Questions & Answers Posted	September 28, 2020 by 5:00 PM
Bid Submission Deadline	October 14, 2020 by 2:00 PM
Project Start (<i>Estimated Date</i>)	December 2, 2020

Bidder must agree to **fully complete the Project within one (1) Calendar Year from date of Notice to Proceed.**

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

Questions will be answered in Addendum format and posted at www.ci.staunton.va.us/departments/finance/procurement. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on September 28, 2020, by 5:00 p.m.

Bid Security in the amount of five percent (5%) of the Bid shall be submitted with each Bid. Bid Bond must be in the form of a cashier's check or certified check payable to the City of Staunton.

A **mandatory in-person pre-bid meeting** will be held on **September 17, 2020, from 11:00 a.m. to 1:00 p.m.** local time in the Gypsy Hill Park Gymnasium at Gypsy Hill Park, 116th Regimental Road, Staunton, VA 24401.

The pre-bid meeting will be immediately followed by a site visit from 1:00 p.m. to 4:00 p.m.

Bidders must R.S.V.P. their intent to attend the Pre-Bid Meeting no later than September 16, 2020, 2:00 P.M.. R.S.V.P.'s shall be emailed to William L. Vaughn, Director of Community and Economic Development at vaughnwl@ci.staunton.va.us.

The only access to the site is at 100 N. Frontier Drive, Staunton VA 24401.

The following general guidelines are applicable for the use of City facilities during COVID-19 and will be in effect for the Pre-Bid Meeting and the Site Visit:

- *No one with a fever or symptoms of COVID-19, or known exposure to a COVID-19 case in the prior 14 days, is permitted to enter either facility.*
- *Visitors are expected to maintain physical distancing at all times of at least six feet from others.*

- *Visitors will be expected to comply with Virginia’s Executive Order 63, which requires that all patrons aged 10 and over must wear a face covering that covers their mouth and nose when inside a local government building.*
- *If a contractor is unable to attend the mandatory in-person meeting due to suspected COVID exposure or current illness, arrangements must be made with the City before the Mandatory Meeting R.S.V.P. deadline (September 16, 2020, 2:00 P.M.)*

Participants are strongly encouraged to review the detailed use guidelines posted on the City website at <https://www.ci.staunton.va.us/departments/parks-recreation> before visiting facilities. Guidelines will also be posted at the facility.

The envelopes containing the Bids must be sealed, addressed to the **City of Staunton, Attn: Chad Horvat, Staunton, Virginia 24401**, and marked as Bid for the **STAUNTON CROSSING DEMOLITION**.

The bidder shall include in its Bid their Licensed Virginia Contractor Number issued to the contractor by DPOR and their State Corporation Commission Registration Number issued to contractor by the SCC.

The Bid shall remain subject to acceptance for one-hundred and twenty (120) days.

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

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

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

END OF ADVERTISEMENT FOR BIDS

INSTRUCTIONS TO BIDDERS

1. SECURING DOCUMENTS

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

2. PREPARATION OF BID AND SUBMISSION

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

- 2.1. Each bid must be properly signed and with all blank spaces filled out, in ink or typewritten. The foregoing certification must be fully completed and executed when submitted. Do not make any modifications, erasures, deletions, additions or changes to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejections of the bid. Submit only the original signed copy of the bid.
- 2.2. Address bids to the Owner, and deliver to the address specified in the Advertisement for Bid. Bid on or before the day and hour set for opening the bids. Enclose each bid in an opaque, sealed envelope or box bearing on the outside the following:
 - 2.2.1. Project Title
 - 2.2.2. Name of the Bidder
 - 2.2.3. Bidder’s address
 - 2.2.4. Registered contractor’s Virginia Certification Number
 - 2.2.5. Date and hour of the bid opening.
- 2.3. The sealed envelope containing the bid must be enclosed in another envelope and mailed to the address as specified in the **Advertisement for Bid**. The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to see that his bid is received on time. No faxed or emailed bid will be considered. No bids received after the time fixed for receiving them will be considered. Late or incomplete bids may be returned to the bidder. All expenses for making bids to the City shall be borne by the bidder.
- 2.4. Indicate receipt of issued addenda on the Bid Form. All Bidders are advised to check the City’s website at www.ci.staunton.va.us/departments/finance/procurement to assure that all Addenda have been received and that the cost consequences thereof have been included in the Bid. Addenda will also be available on eVA website at: <https://m.vendor.eprc.cgipdc.com/Vendor/public/AllOpportunities>.

- 2.5. Any bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.
- 2.6. Any bid received after the time and date specified shall not be considered.
- 2.7. Bid shall remain subject to acceptance for one-hundred and twenty (120) days.
- 2.8. The following documents fully completed and signed where appropriate are required for a responsive Bid:
 - 2.8.1. Bidder Statement
 - 2.8.2. Signed Bid Form (which includes acknowledgement of Addenda)
 - 2.8.3. Bid Bond form
 - 2.8.4. Performance Bond Form
 - 2.8.5. Payment Bond Form
 - 2.8.6. State Corporation Commission Registration Form
 - 2.8.7. Contractor Registration Form
 - 2.8.8. Certification Regarding Contact with Children
 - 2.8.9. Non-Collusion Affidavit Form
 - 2.8.10. Vendor Reference Form

3. SUBCONTRACTS

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

4. METHOD OF BIDDING

- 4.1. This is a unit price bid for the **PROJECT DESCRIBED IN THE ADVERTISEMENT FOR BID.** See Bid Forms.
- 4.2. Although the bid is based upon unit prices, many items are to be priced under lump sum designations. It is the bidder's responsibility to verify the exact scope of work for all items in order to establish the bid price.

5. QUALIFICATIONS OF BIDDER

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

- 5.4. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

6. BID SECURITY

- 6.1. Each bid must be accompanied by a Bid Bond in the amount of five percent (5%) of the bid submitted, or a certified check of the Bidder in an amount not less than five percent (5%) of the amount of the bid, payable to the order of the City of Staunton, Virginia. Such bid bonds or checks will be returned to all, except the three bidders submitting the most favorable bids, within three (3) days after the formal opening of the bids. The remaining Bid Bonds or checks will be returned to the three most favorable bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed the Contract, or if no contract has been so executed, within one-hundred and twenty (120) days after the date of the opening of the bids.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

8. TIME AND COMPLETION AND LIQUIDATED DAMAGES

- 8.1. Bidder must agree to commence work on or before a date to be specified on a written “Notice to Proceed” from the OWNER.
- 8.2. Bidder must agree to **fully complete the work AS INDICATED IN THE ADVERTISEMENT FOR BID.**
- 8.3. OWNER and CONTRACTOR stipulate that **TIME IS OF THE ESSENCE** and delay by the CONTRACTOR in completion would have significant adverse consequences for the PROJECT; that, however, the actual damages to OWNER from such delay are uncertain and would be impossible and not susceptible to reasonable determination; and that liquidated damages of such failure by CONTRACTOR to perform in a timely manner are a reasonable way and not a penalty to address such adverse consequences. CONTRACTOR also stipulates that it shall not challenge, either directly or indirectly, this liquidated damages provision. OWNER, therefore, may require CONTRACTOR to pay liquidated damages of **\$600** per day for the CONTRACTOR’s failure to perform timely in strict accordance with the CONTRACT. OWNER may deduct any liquidated damages from amounts due to CONTRACTOR and, otherwise OWNER shall be entitled to receive interest at the rate of 5% until deducted or paid. Liquidated damages shall be, other than for delay, in addition to any other entitlement by OWNER to damages and other remedies for any other damage, loss, or injury for which CONTRACTOR may be responsible.

9. EXAMINATION OF DOCUMENTS AND SITE OF WORK

- 9.1. Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of his contract.

Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

- 9.2. Before submitting a bid, each bidder shall carefully examine and read the Bid Documents, Construction Plans, Project Manual, and all other proposed Contract Documents (including all addenda), and shall visit the site of the work. Each bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination and knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.
- 9.3. Attention is particularly called to those parts of the Contract Documents and Specifications, which deal with the following:
 - 9.3.1. Inspection and testing of materials.
 - 9.3.2. Insurance requirements (Section 2-Insurance of General Conditions)
- 9.4. The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

10. ADDENDA AND INTERPRETATIONS OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- 10.1. No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.
- 10.2. If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies on or omissions from any part of the proposed Contract Documents, he shall submit a written request. Every request for such interpretation should be emailed to vaughnwl@ci.staunton.va.us or mailed to address in the Advertisement for Bid. All questions must be received no later than **1:00 p.m. on September 24, 2020.**
- 10.3. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at www.ci.staunton.va.us/departments/finance/procurement. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on **September 28, 2020.**
- 10.4. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

11. SECURITY AND FAITHFUL PERFORMANCE

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

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

12. POWER OF ATTORNEY

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

13. NOTICE OF SPECIAL CONDITIONS

- 13.1. Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:
 - 13.1.1. Inspection and testing of materials (Section 7.12 of General Conditions and Technical Specifications as applicable).
 - 13.1.2. Insurance requirements (Section 2 – Insurance of General Conditions).

14. LAWS AND REGULATIONS

- 14.1. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the contract will be deemed to be included in the contract as though herein written out in full.
- 14.2. Contractor shall comply with Federal and State Requirements.

15. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

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

16. EXECUTION OF CONTRACT

- 16.1. The form of the Contract, which the successful bidder will be required to execute, is included in the Project Manual.
- 16.2. After notice from the City, the successful bidder has fourteen (14) business days to enter into a Contract or forfeit as liquidated damages the security deposit. By executing the Contract, the Contractor certifies that he has reviewed the Contract Documents and the project area and accepts the conditions of each.
- 16.3. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Owner the following documents, as required by the Owner and the Contract Documents:
 - 16.3.1. Certificates of Insurance and Endorsement
 - 16.3.2. Labor and Materials Payment Bonds
 - 16.3.3. Performance Bond

16.3.4. City Business License

- 16.4. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Bonds or Certificates of Insurance and Endorsement in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

17. OBLIGATION OF BIDDER

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

18. ADJUSTMENT OF CONTRACT

- 18.1. The Owner reserves the right to expand this contract to include work of the type defined in the project specifications, to other areas of the City. This expansion would be contingent upon the Contractor agreeing to perform the additional work at the same contract prices found in the proposal for the original contract.
- 18.2. The owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities as deemed in the best interest of the Owner. Adjustments of contract unit prices will not be considered for overruns or underruns of the original bid quantities. Unit price adjustments will not be made in the event of the elimination of any other associated bid item.

19. PRE-BID MEETING

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

20. CITY BUSINESS LICENSE

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

21. STANDARDS AND SPECIFICATIONS

- 21.1. Work in this project shall conform to the current Virginia Department of Transportation (VDOT) Road and Bridge specifications, the current VDOT Road and Bridge Standards, the current Virginia Erosion and Sediment Control handbook, the current Virginia Erosion and

Sediment Control regulations and the current City of Staunton Design and Construction Standards Manual.

22. CONSIDERATION OF PROJECT COMPLEXITIES

- 22.1. In preparing this bid, Contractor shall understand and account in their costs for the complexities involved in administering the construction required by this Contract. Contractor shall be aware that the project area receives regular traffic during the work day. Contractor shall accommodate such traffic through and around the work area in a safe and well-marked manner.
- 22.2. Submission of a bid shall be an affirmation that the Contractor understands these complexities and difficulties associated with this project, that he has included in his bid a sufficient dollar amount to compensate for the additional time and effort these complexities and difficulties will require on his part, and that he understands that the Owner will not accept any claim for time extension or additional costs associated with them.

23. INSURANCE REQUIREMENTS

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

BIDDER STATEMENT

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

Signature: _____ Date: _____

Name: _____ Title: _____

Name of Firm: _____

This document must be completed & returned with bid submission.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

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

Gentlemen:

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

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

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

BID WORKSHEETS

The City requires the following bid information to be submitted. Each bidder will be required to submit three bid prices.

- One bid price (OPTION A) will include tipping fees with utilization of a landfill of the contractor's choice.
- One bid price (OPTION B) will include utilization of the Staunton-Waynesboro-Augusta Landfill with tipping fees waived.
- One bid price (OPTION C) will include Building # 127 and Associated Tanks only, both with and without tipping fees.

All bids will include Estimated Salvage per Building number. Unit Prices will be included in the Unit Prices worksheet.

Bid Forms Continued on next page.

OPTION A
Totals per Building and Associated Tanks
(Including Tipping Fees)

Utilizing Landfill: _____

Building Number	Name	Estimated Salvage Value	Total Demolition per Building and Associated Tanks (Including Tipping Fees & Less Salvage Value)
101	Recovery - Female	\$	\$
102	Recovery Male	\$	\$
103	Reception	\$	\$
107	Recovery Ward A	\$	\$
112	Recovery Ward D	\$	\$
113	E Unit	\$	\$
114	Power Plant	\$	\$
115	Recovery Ward B	\$	\$
116	G Unit	\$	\$
117	I Unit	\$	\$
118	C Unit	\$	\$
119	Kitchen	\$	\$
121	Stribling - Recreation	\$	\$
122	Medical Surgical	\$	\$
123	Jeffreys	\$	\$
124	Miller - Administration	\$	\$
125	Laundry	\$	\$
126	Maintenance	\$	\$
127	J Unit	\$	\$
	Steam Tunnels (see 2.6.2.5.)	\$	\$
TOTAL		\$	\$

**** All costs associated with hazardous material disposal shall be the responsibility of the contractor.**

**** It is **not** to be included in the waived tipping fees on Option B or C of the Bid Forms.**

Bid Forms Continued on next page.

OPTION B
Totals per Building and Associated Tanks
(with Tipping Fees Waived)

Utilizing: S.A.W. Landfill

Building Number	Name	Estimated Salvage Value	Total Demolition per Building and Associated Tanks (with Tipping Fees Waived & Less Salvage Value)
101	Recovery - Female	\$	\$
102	Recovery Male	\$	\$
103	Reception	\$	\$
107	Recovery Ward A	\$	\$
112	Recovery Ward D	\$	\$
113	E Unit	\$	\$
114	Power Plant	\$	\$
115	Recovery Ward B	\$	\$
116	G Unit	\$	\$
117	I Unit	\$	\$
118	C Unit	\$	\$
119	Kitchen	\$	\$
121	Stribling - Recreation	\$	\$
122	Medical Surgical	\$	\$
123	Jeffreys	\$	\$
124	Miller - Administration	\$	\$
125	Laundry	\$	\$
126	Maintenance	\$	\$
127	J Unit	\$	\$
	Steam Tunnels (see 2.6.2.5.)	\$	\$

TOTAL \$ _____ \$ _____

**** All costs associated with hazardous material disposal shall be the responsibility of the contractor.**

**** It is not to be included in the waived tipping fees on Option B or C of the Bid Forms.**

Bid Forms Continued on next page.

OPTION C

Totals for Building # 127 and Associated Tanks Only

Building Number	Name	Estimated Salvage Value	Including Tipping Fees & Less Salvage Value	With Tipping Fees Waived & Less Salvage Value
			Landfill Used:	S.A.W. Landfill
127	J Unit	\$	\$	\$
TOTAL		\$	\$	\$

**** All costs associated with hazardous material disposal shall be the responsibility of the contractor.**

**** It is not to be included in the waived tipping fees on Option B or C of the Bid Forms.**

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.

ITEM	PRICE
Excavate, load, haul and legally dispose of petroleum based contaminated soils.	\$ / CY
Pump, containerize, haul and legally dispose of petroleum contaminated water.	\$ / GAL
Pump, containerize, haul and legally dispose of sewage or sewage contaminated water.	\$ / GAL

PER ATTACHED SPECIFICATIONS

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

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

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

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

The undersigned acknowledges Addenda:

Addenda No. _____	Addenda _____
Addenda No. _____	Addenda _____

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

Contractor

Registered Virginia Contractor's License No.

Classification	Expiration
----------------	------------

SCC Number

Contractor's IRS Number

Dates this ____ day of ____ 2020

By: _____

Printed Name: _____

Title: _____

Address: _____

Telephone: _____

This document must be completed & returned with bid submission.

END OF BID FORMS

BID BOND FORM

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 _____, 20____

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.

Principal

Surety
By: _____

Seal

This document must be completed & returned with bid submission.

END OF BID BOND

PERFORMANCE BOND FORM

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 _____, 20__ entered into a Contract with the Owner for:

STAUNTON CROSSING DEMOLITION

Staunton, Virginia

In accordance with Drawings and Specifications prepared by or for:

City of Staunton Engineering Division

116 W. Beverley Street

Staunton, Virginia 24401

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

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

- a) The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- b) Any suit under this bond must be instituted, (1) before the expiration of one (1) year after completion of the Contract including the expiration of all warranties and guarantees, or (2)

before the expiration of one (1) year after a defect or breach of warranty is discovered, if the action be for such.

- c) No right of action shall accrue on this bond to or for the use of any Person or corporation other than the Owner named herein or the successors or assigns of Owner and every action brought hereon shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 20____

In the presence of :

_____ WITNESS

_____ WITNESS

Surety:
(Attach power of attorney)

_____ (SEAL)
PRINCIPAL

_____ BY _____ TITLE
SURETY

_____ BY _____ TITLE

CONTRACTOR’S PERFORMANCE BOND

Project: _____

END OF PERFORMANCE BOND

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: That

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

as Principal, hereinafter called Contractor, and

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

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

(Insert name and address of Owner)

As Obligee for the use and benefit of claimants as herein below defined in the amount of _____ dollars (\$_____)

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

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

WHEREAS,

Contractor has by written agreement dated _____, 20__ entered into a Contract with the Owner for:

STAUNTON CROSSING DEMOLITION
Staunton, Virginia

In accordance with Drawings and Specifications prepared by or for:

City of Staunton Engineering Division
116 W. Beverley Street
Staunton, Virginia 24401

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 make payment to all claimants as herein defined, for all labor and materials used or reasonably 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:

- d) 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 performance of the Contract, labor and material be construed to include the part of water, gas, power, light, heat, oil. Gasoline, telephone service, or rental of equipment directly applicable to the Contract.

- e) 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.
- f) Any suit or action hereunder by any claimant:
1. Shall not be commenced after the expiration of one (1) year following the date on which the claimant last performed labor or last supplied materials.
 2. Shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

SIGNED AND SEALED THIS _____ day of _____, 20____

In the presence of:

_____ WITNESS

_____ WITNESS

Surety:

(Attach power of attorney)

(SEAL)
PRINCIPAL

_____ BY _____ TITLE
_____ SURETY

_____ BY _____ TITLE
CONTRACTOR'S LABOR AND MATERIAL PAYMENT BOND

Project: _____

END OF PAYMENT BOND

STATE CORPORATION COMMISSION FORM

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

The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number:
_____ -OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) -OR-
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Signature: _____

Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

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

END OF STATE CORPORATION COMMISSION FORM

CONTRACTOR REGISTRATION FORM

If a contract is for construction, removal, repair, or improvement of a building or other real property, bidders, whether residents or nonresidents of Virginia, will be required to show evidence of a certificate or registration as required by Chapter 7 of Title 54 of the Code of Virginia before their Bids will be considered.

- If a Bid is \$120,000 or more, or if the Contractor's annual volume is \$750,000 or more, the Contractor must be licensed as a "Class A Contractor."
- If a Bid is \$7,500 or more but less than \$120,000, the Contractor must be licensed as at least a "Class B Contractor".
- If a Bid is \$1,000 or more but less than \$7,500, the Contractor must be licensed as at least a "Class C Contractor".

The Bidder shall place license on the outside of the envelope containing the Bid and shall place license in the Bid, at the place provided, whichever of the following notations is appropriate:

Licensed Class A Virginia Contractor No. _____

Licensed Class B Virginia Contractor No. _____

Licensed Class C Virginia Contractor No. _____

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

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

END OF CONTRACTOR REGISTRATION FORM

CERTIFICATION REGARDING CONTACT WITH CHILDREN FORM

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

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

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

Contractor _____

By: _____

Name: _____

Title: _____

Date: _____

This document must be completed & returned with bid submission.

END OF CERTIFICATION REGARDING CONTACT WITH CHILDREN

NON-COLLUSION AFFIDAVIT FORM

Under oath, I hereby affirm under penalty of perjury:

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

Signed _____

Title _____

Firm Name _____

CITY / COUNTY OF _____

STATE OF _____, to wit:

I, _____, a Notary Public, do certify that

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

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

My Commission expired _____.

Notary Public

This document must be completed & returned with bid submission.

END OF NON-COLLUSION AFFIDAVIT

VENDOR REFERENCE FORM

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

Reference #1

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Reference #2

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Reference #3

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

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

Terminated Reference *(if Applicable)*

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

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

Number of Years in Business: _____

Overview of Work History, Experience & Background of Company:

This document must be completed & returned with bid submission.

END OF REFERENCE LIST

CONTRACT

THIS CONTRACT, dated this _____ day of _____, 2020, for identification, is made by and between the **CITY OF STAUNTON, VIRGINIA** (the “OWNER”), a municipal corporation of the Commonwealth of Virginia acting by and through its City Manager, and _____ (the “CONTRACTOR”), a _____ Corporation licensed and registered to do business in the Commonwealth of Virginia, (SCC # _____).

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

PROJECT: STAUNTON CROSSING DEMOLITION

Hereafter called the **PROJECT**, for a sum not to exceed _____ under the terms of the contract documents.

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

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

1. **This Contract**
2. **Instructions for Bidders**
3. **Bid and Addenda**
4. **Bid Bond**
5. **Performance and Payment Bonds**
6. **State Corporation Commission, Contractor Registration, Certification Regarding Contact with Children, Non-Collusion Affidavit, and Vendor Reference Forms**
7. **General Conditions**
8. **Bid Specifications**
9. **Procurement Guidelines**
10. **Supplementary Files**
 - a. **Pre-Bid Meeting Attendance List**
 - b. **Building Plans (14 Files)**
 - c. **Hazmat Survey and Lab Analysis prepared by The EI Group**
 - d. **Summary Memo Phase I Environmental Site Assessment by Wiley & Wilson**
 - e. **Phase I Environmental Site Assessment by Wiley & Wilson**
 - f. **Underground Steam Tunnels**
 - g. **Utility Plans (6 systems)**
 - h. **Special Utility Protection Area**
 - i. **Appendixes A-G**

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

OWNER and CONTRACTOR stipulate that **TIME IS OF THE ESSENCE** and that delay by the CONTRACTOR in completion would have significant adverse consequences for the PROJECT; that,

however, the actual damages to OWNER from such delay are uncertain and would be impossible and not susceptible to reasonable determination; and that liquidated damages of such failure by CONTRACTOR to perform in a timely manner are a reasonable way and not a penalty to address such adverse consequences. CONTRACTOR also stipulates that it shall not challenge, either directly or indirectly, this liquidated damages provision. OWNER, therefore, may require CONTRACTOR to pay liquidated damages of **\$600** per day for the CONTRACTOR's failure to perform timely in strict accordance with the CONTRACT.

OWNER may deduct any liquidated damages from amounts due to CONTRACTOR and, otherwise OWNER shall be entitled to receive interest at the rate of 5% until deducted or paid. Liquidated damages shall be, other than for delay, in addition to any other entitlement by OWNER to damages and other remedies for any other damage, loss, or injury for which CONTRACTOR may be responsible.

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

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

(Seal)

Department Director's Initials

City Manager or Authorized Representative

Director of Finance Initials

Approved as to Legality and Form:

City Attorney

(Seal)

Contractor

By: _____

Secretary

Witness

Title

Address

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

END OF CONTRACT

GENERAL CONDITIONS

1. INTENT

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

2. INSURANCE

- 2.1. The Contractor shall not commence Work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.
 - 2.1.1. General Liability, Vehicle Liability, and Worker's Compensation Insurance: The Contractor's General Liability Insurance, Vehicle Liability Insurance, and Worker's Compensation Insurance shall not be less than \$2,000,000, \$500,000, and \$500,000 respectively. BUILDERS RISK shall not be less than the contract amount.
 - 2.1.1.1. The Contractor shall either:
 - 2.1.1.1.1. Require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's General Liability and Vehicle Liability Insurance of the type and in the same amounts as specified in the preceding paragraph; or
 - 2.1.1.1.2. Insure the activities of his Subcontractors in his own policy.
 - 2.1.2. The Contractor shall procure and maintain during the life of this contract Worker's Compensation Insurance as required by applicable Virginia law for all of his employees to

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

2.1.3. Fire, Extended Coverage, Vandalism, and Malicious Mischief (Completed Value Builder's Risk) Insurance: The Contractor shall purchase "All Risk" type Builder's Risk Insurance. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, water, flood, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by the Owner. The Builder's Risk Insurance shall be for the benefit of the Owner, the Contractor, and the Subcontractors, as their interest may appear.

2.1.4. Scope of Insurance and Special Hazards: The insurance required under subparagraph (2.1) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this contract.

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

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

2.1.6.1. Owner's Protective Liability Insurance

2.1.6.2. Contractor's Completed Operations

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

3. EXISTING UTILITIES

3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the City or by the owners of such Underground Facilities or by others, unless otherwise expressly provided in the Special and Supplemental Conditions.

3.2. City shall not be responsible for the accuracy or completeness of any such information or data; and

3.3. The cost of all of the following will be included in the Contract Price and Contractor shall have full responsibility for:

3.3.1. reviewing and checking all such information and data;

3.3.2. locating all Underground Utilities shown or indicated in the Contract Documents

- 3.3.3. coordination of the Work with the owners of such Underground Facilities during construction;
- 3.3.4. the safety and protection of all Underground Facilities and repairing any damage thereto resulting from the Work.
- 3.4. Existing Utility Lines - The Contractor shall not disturb or damage any existing utility lines found above or below ground, other than those provided for in the demolition specifications, whether shown on the Plans or not. If during the course of the work any disturbance, or breakage should occur, the Contractor shall replace, at his own expense, the affected utility lines to the satisfaction of the City and the proper utility company. The Contractor shall bear full responsibility for any damage to life and/or property incurred as a result of such disturbance or damage to existing utility lines. Special attention should be paid to the Code of Virginia, Sections 59.1-406 - 59.1-414 - "Overhead High Voltage Line Safety Act".

4. SCHEDULE

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

5. CONTRACTOR'S RESPONSIBILITIES

- 5.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 5.2. The Contractor shall keep on the work during its progress, a competent superintendent, satisfactory to the City and any directions given to such superintendent shall be as binding as if given to the Contractor. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality or any errors or omissions in drawings or in the layout as given by Points and Instructions, it shall be his duty to immediately inform the City in writing, and the City shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.
 - 5.2.1. The contractor shall provide a superintendent and work force that is cooperative and friendly with the business community and general public. Abusive language and actions are prohibited.
- 5.3. Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

- 5.4. Unless otherwise specified in the Contract Documents, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 5.5. All materials and equipment shall be good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the City. If required Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.
- 5.6. Throughout the course of the construction, the Contractor shall maintain the project free from any conditions, which may result in danger or nuisance to the public, including but not limited to dust and street disrepair.
 - 5.6.1. The Contractor is advised to take steps necessary to provide the safety necessary to protect the general public in the area.
- 5.7. The Contractor shall be responsible for the condition of all excavations made by him. All slides and cave-ins shall be removed without extra compensation, at whatever time and under whatever circumstances they may occur. The neglect, failure, or refusal of the City to order the use of bracing or sheeting, or a better quality, grade, or section, or larger sizes of steel or timber, or to order sheeting, bracing, struts, or shoring to be left in place, or the giving or failing to give orders or directions as to the manner or methods of placing or driving sheeting, bracing, jacks, wales, rangers, etc., shall not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavation or any of his obligations under the Contract; nor shall any delay, whether caused by any action or want of action on the part of the Contractor, or any acts of the City, or his agents, or employees, resulting in the keeping of an excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the Contract relating to injury of persons or property, nor entitle him to any claim for extra compensation. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN PROPER AND SUFFICIENT SHEETING, SHORING AND BRACING TO PROTECT ALL PERSONS CONNECTED WITH THE WORK FROM INJURY.
- 5.8. Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be approved by the City. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced; upon completion of the work they shall be removed leaving the area clean and free from nuisance.
- 5.9. The Contractor will be required to comply with the City's Erosion and Sediment Control Ordinance. Special care shall be taken to prevent siltation of existing sewer, streets, drainage ditches, and private property.
- 5.10. Contractor shall obtain and pay for all construction permits and licenses. City shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all

governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening Bids, or, if there are no Bids, on the Effective Date of the Contract.

- 5.11. The Contractor shall provide all field engineering services necessary for laying out the Project. All such services shall be performed by a Professional Surveyor registered with the State of Virginia. Control points shall be established and maintained during the execution of the Project. All documentation and control points shall be made available to the City throughout the execution of the Project.
- 5.12. The Contractor shall provide at their cost an independent testing service, approved by the City, to perform all testing required by the Contract Documents. Written reports shall be provided to the City.
- 5.13. Representatives of the City, as well as representatives of Local, State and Federal agencies and parties having an interest in the project shall have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and review.
- 5.14. During the performance of this contract, the Contractor agrees to
 - 5.14.1. provide a drug-free workplace for the Contractor's employees
 - 5.14.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations and such prohibition
 - 5.14.3. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug free workplace; and
 - 5.14.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that such provisions will be binding upon each Subcontractor or vendor.
- 5.15. Contractor certifies that it does not and will not during the performance of this Contract violate:
 - 5.15.1. The provisions of the Federal Immigration Reform and Control Act of 1986, as amended and §40.1-11.1, Code of Virginia, which prohibits the employment of illegal aliens.
 - 5.15.2. The provisions of Federal and State employment and wage hour laws. The Contractor shall include and enforce the language in the last sentence in every subcontract issued under this Contract and shall require the subcontractor to do the same.

6. SUBCONTRACTS

- 6.1. Contractor shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, against whom City may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- 6.2. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any

such Subcontractor, Supplier or other person or organization any contractual relationship between City and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the City to pay or to see the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

- 6.3. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the City through Contractor.
- 6.4. The Contractor shall, as directed by the Owner, remove from all public and private property, at his own expense, all temporary structures, rubbish and waste materials, resulting from his operations; and shall leave the site in a neat, orderly condition.

7. OWNER'S RESPONSIBILITY

- 7.1. The Owner through his designated representatives shall have general supervision and direction of the work. He has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work as in his judgment is required, to order the force increased or diminished and to decide questions which arise in the execution of the work.
- 7.2. Wherever work being done by the City's forces or by other Contractors is contiguous to work covered by this Contract the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.
- 7.3. If the Contractor should neglect to execute the work properly or fail to perform any provision of this Contract, the City after three (3) days' written notice to the Contractor, may without prejudice to any other remedy make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 7.4. City shall promptly furnish the data required under the Contract Documents and shall make payments to Contractor promptly when they are due.
- 7.5. City shall provide inspection of the Contractors Work.
- 7.6. The City shall have the right at any time, for reasons which appear good to them, to annul this Contract upon giving written notice to the Contractor, in which event the Contractor shall be entitled to the full amount of the estimate for the work done by him under this Contract up to the time of such annulment, including the retained percentage. The Contractor shall be reimbursed by the City for such expenditures that are not otherwise compensated for, and as are required in preparing for and moving to and from the work; the intent being that an equitable settlement shall be made with the Contractor.

8. CHANGES IN WORK

- 8.1. Without invalidating the Contract and without notice to any surety, City may, at any time or from time to time, order additions, deletions or revisions in the work. Any additions, deletions or revisions will be authorized by a Change Order. Upon receipt of any such document, Contractor

shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.

- 8.2. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 8.3. City and Contractor shall execute appropriate Change Orders covering:
 - 8.3.1. Changes in the Work which are ordered by City;
 - 8.3.2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
 - 8.3.3. Changes in the Contract Price or Contract Times, which embody the substance of any written decision, rendered by the City.

9. CHANGES IN CONTRACT PRICE

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

10. CHANGES IN CONTRACT TIMES

- 10.1. The Contract Times may only be changed by a Change Order. Any claim for an adjustment of the Contract Times shall be based on written notice delivered by the party making the claim to the other party and to City promptly after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 20 days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times shall be determined by City. No claim for an adjustment in the Contract Times will be valid if not submitted in accordance with the requirements of this paragraph. Unless otherwise indicated in the Contract, the Contract time limit will be specified as a fixed date for completion. The Contractor shall take into consideration normal conditions considered unfavorable for the prosecution of the work, and shall place sufficient workers and equipment on the project to complete the work in accordance with the specified Contract time

limit. If the Contract identifies a contract-specific Notice to Proceed date and the Contract is not executed by that date, the Contractor will receive an extension of time equal to the number of days between the contract-specific Notice to Proceed date and the eventual date of Contract execution. If the Notice to Proceed date is selected by the Contractor and after prior approval the Engineer directs the Contractor not to begin work on that date, the Contractor will receive an extension of time equal to the number of days between the Contractor's selected Notice to Proceed date and the eventual date the Engineer informs the Contractor that he may commence the work. The Engineer may give consideration for extension of time when a delay occurs due to unforeseen causes beyond the control of or without the fault or negligence of the Contractor. However, consideration will not be given to extensions of time attributable to normal adverse weather conditions or conditions resulting from normal adverse weather. For the purposes of this Section normal adverse weather is defined as that which is not considered extraordinary or catastrophic and is not reasonably conducive to the Contractor progressively prosecuting critical path work under the Contract. Weather events considered extraordinary or catastrophic include, but are not limited to tornados, hurricanes, earthquakes, and floods that exceed a 25-year storm event as defined by National Oceanic and Atmospheric Administration (NOAA) for the NOAA data gathering location that is nearest the project site. If there is a delay in the progress of the work due to unforeseen causes described within these Specifications, and the delay extends the Contract time limit into the period between November 30 of one year and April 1 of the following year and working conditions during such period are unsuitable for the continuous prosecution or completion of the work, then consideration may only be given to granting an extension of time that will encompass a suitable period during which such work can be expeditiously and acceptably performed.

- 10.2. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 10.1. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by City, acts or neglect of utility owners, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within control of Contractor.
- 10.3. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both City and Contractor, an extension of the Contract Times in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall City be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:
 - 10.3.1. delays caused by or within the control of Contractor, or
 - 10.3.2. delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners.

11. SEPARATE CONTRACTS

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

12. PAYMENT

- 12.1. Payment shall be made based on estimates of work completed in the preceding month submitted on, or before the 5th day of the month for the duration of the contract. Application for partial payments shall be submitted on Standard City form.
- 12.2. Failure by the City to make payments at the time provided by this Contract shall give the Contractor the right to suspend work until payment is made, or, at his option, after thirty days written notice, should the City continue to default; to terminate this Contract and recover the price of all work done and materials provided and all damages sustained; and such failure to make payment at the time provided shall be a bar to any claim by the City against the Contractor for delay in completion of the work, due to such suspension or failure to pay.
- 12.3. Payments to Subcontractors: The Contractor shall take one of two actions within seven days after receipt of payment by the City:
 - 12.3.1. Pay the Subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the Subcontractor under that contract; or
 - 12.3.2. Notify the City and Subcontractor, in writing, of his intention to withhold all or part of the Subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to any Subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment by the City for work performed by the Subcontractor. Interest shall accrue at the rate of 1 percent per month.
- 12.4. Upon the completion of the work and its final acceptance by the City, the Contractor shall submit his final estimate over his signature, covering work provided for in this Contract, completed and accepted by the City under the terms and condition hereof, whereupon the balance found to be due the Contractor, shall be paid to the Contractor within 30 days of receipt of the final estimate by the City, provided that, before the payment of said final estimate the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills and outstanding indebtedness in connection with the work have been paid. The payment of the final estimate due under this Contract and any and all alterations of same, shall release the City and the officers and agents thereof, from any and all claims or liabilities on account of the work performed and materials furnished under this Contract or any alterations thereof.

13. CLAIM PROCESS

- 13.1. The OWNER and CONTRACTOR each hereby waive all right to trial by jury in any matter arising out of or in any way connected with this CONTRACT or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation. Absent agreed resolution, the process to assert a claim against the City is to present it in writing to the Appropriate City Department Director; and absent acceptance of the decision of the City Engineer, then appeal in turn to the City's Director of Community Development and Economic Development, City Manager or designee and ultimately to Council, with each such appeal to be submitted in writing within 10 calendar days of prior decision, identifying in writing on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision and the resolution or remedy which would be acceptable. With any claim that reaches City Council, the City Council shall decide the claim within 60 days of when it was submitted to the City Manager or designee.

END OF GENERAL CONDITIONS

BID SPECIFICATIONS FOR STAUNTON CROSSING DEMOLITION

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.

The following links provide aerial drone views of the site:

- View from Richmond Road to the North: <https://youtu.be/YOSHJk-s0ro>
- View from N. Frontier Drive to the South: <https://youtu.be/YFuYWXYHdck>

Ownership:

The property is owned in fee simple title by the Staunton Economic Development Authority (EDA), a legal entity separate from the City of Staunton.

Bid Details:

Bid responses shall include costs for each building and associated tanks as identified in *Section 2: Scope of Work* with and without landfill tipping fees.

Option A: Buildings and associated tanks with bidder's choice of landfill and including Tipping Fees and less Salvage Value Credit.

Option B: Buildings and associated tanks with use of Staunton-Augusta-Waynesboro landfill and with Tipping Fees waived and less Salvage Value Credit.

Option C: Building 127 Only. Bids should reflect costs both including Tipping Fees and less Salvage Value Credit, and with Tipping Fees waived and less Salvage Value Credit.

Based on available funding, the City will determine which option to engage with the successful bidder.

Supplementary Files:

The following supplementary files will be posted on the City's Purchasing website as well as on eVA and are part of this bid package.

1. Pre-Bid Meeting attendance list (when it becomes available after the Mandatory Pre-Bid Meeting)
2. Building Plans (14 files)
3. Hazardous Material Survey and Lab Analysis prepared by The EI Group
4. Summary Memo for Phase I Environmental Site Assessment by Wiley & Wilson
5. Phase I Environmental Site Assessment by Wiley & Wilson
6. Underground Steam Tunnels (does not include the underground tunnels connecting buildings 101, 102, 103, 107, and 115)
7. Utility Plans for the following systems:
 - a. Water Supply

- b. Fire Hydrants
 - c. Sanitary Sewer System
 - d. Storm Sewer System
 - e. Gas Distribution System
 - f. Electrical Primary Distribution System
- 8. Appendix A: Location Map
- 9. Appendix B: Map of Building Locations
- 10. Appendix C: Map of Tank Locations
- 11. Appendix D: Listing of Building Information
- 12. Appendix E: Campus Details and Building Descriptions
- 13. Appendix F: Listing of Tank Information
- 14. Appendix G: Pavement & Parking Lots Map identifying current asphalt pavement and parking lots that shall be protected, but if used, destroyed, or removed during demolition, shall be restored to pre-demolition conditions.

Bid Responses:

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 project duration is determined by the City which requires all work be completed within 12 months from start of project.

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.

Site Access:

During the site tour that will immediately follow the Pre-Bid Meeting, 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.

Site access will also be open for potential bidders on the following dates.

- September 18, 2020, 9:00 A.M. to 4:00 P.M.
- September 21, 2020, 9:00 A.M. to 4:00 P.M.

- September 22, 2020, 9:00 A.M. to 4:00 P.M.

Please Note: Access to Building #126 is not allowed unless escorted by City staff.

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 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, 2020.** Any addenda issued and all questions and answers will be available on web site by **5:00 p.m. on September 28, 2020.**

Bid Due Date:

Responses to this bid must be received by **2:00 p.m. October 14, 2020.** 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

1. BACKGROUND

- 1.1. 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.
- 1.2. 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.
- 1.3. The Commonwealth Center for Children and Adolescents facility is not a part of Staunton Crossing nor is it a component of this demolition project.

2. SCOPE OF WORK

- 2.1. 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:
- 2.2. Local, State or Federal Permits

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

2.2.2. 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.

2.3. Property Security

2.3.1. 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 **only** access to the project site for all vehicles and heavy equipment, shall be through the gate at 100 North Frontier Drive.

2.4. Salvage

2.4.1. 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. Salvage value per building shall be included in the bid response.

2.5. Environmental remediation

2.5.1. 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.

2.5.2. 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.

2.5.2.1. The City has provided reports on hazardous materials that contain information such as type of material and location of material on the City website; however, the City makes no claims as to the completeness of these reports, and they are for informational purposes only.

2.5.2.2. No change orders will be provided for unforeseen hazardous materials except for

contaminated soils. The Contractor shall provide **and report to the City** a breakdown of costs in their cost estimate for all (not only asbestos) hazardous material testing, planning, abatement, and monitoring.

2.5.2.3. All costs associated with hazardous material disposal shall be the responsibility of the contractor. It is **not** to be included in the waived tipping fees on Option B or C of the Bid Forms.

2.5.2.4. The contractor is responsible for providing the 3rd party monitoring and reporting for the asbestos abatement scope of work. Contractor and 3rd party monitoring service must report to the City on a weekly basis.

2.5.2.5. The contractor is responsible for performing asbestos abatement design, phasing, abatement, and monitoring per all Federal asbestos regulations. Pertinent EPA regulations include: NESHAP, 40 CFR part 61, subparts A and M; AHERA, 40 CFR part 763, subpart E; and the EPA Worker Protection Rule, 40 CFR part 763, subpart G. Overview of pertinent OSHA regulations, including: Construction Industry Standard for Asbestos, 29 CFR 1926.58; Respirator Standard, 29 CFR 1910.134; and the Hazard Communication Standard, 29 CFR 1926.59. Applicable State (DPOR) licensure and local asbestos regulations; regulatory interrelationships.

2.6. Removal of Above and Underground Utilities

2.6.1. Site Above Ground Utility Removal

2.6.1.1. 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.

2.6.2. Site Underground Utility Removal

2.6.2.1. The contractor shall remove all existing below ground steam, chilled water, condensate, fuel oil, sanitary sewer, domestic water, fire 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.

2.6.2.2. 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.

2.6.2.3. Not all utilities have been disconnected: there are two (2) active fire hydrants

within the site gates that are to be left undisturbed. Refer to PDF titled “Special Utility Protection Area” for these areas.

2.6.2.4. Information on the extent of the underground utility tunnels that will need to be removed as part of this project can be found on the pdf titled “**Under Ground Steam Tunnels**” provided in the ITB data. The utility tunnels have been described as being approximately 10’w x 10’ h in interior dimension. This data is for information purposes only and the City makes no claims to their completeness or accuracy.

2.6.2.5. Sections of Steam Tunnels from connection point at the building to 20’ away from the building should be included in the Building Price. Sections of Steam Tunnels beginning past the 20’ delimiter will be included in the Steam Tunnel Pricing.

2.7. Removal of Above and Underground Tanks

2.7.1. 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.

2.7.2. There is no contaminated soils contingency. Contaminated soils, if found, will be quantified by a third-party inspector, and an appropriate change order will be issued.

2.8. Building Demolition

2.8.1. The contractor shall demolish selected buildings. **Appendix B** is a map that identifies the location of 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.

2.9. Removal of Materials and Backfill

2.9.1. 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.

2.10. Erosion and Sediment Control

2.10.1. The contractor shall be responsible for design and submittal of an Erosion and Sediment Control plan per all DEQ VESCP and VSWP regulations to the City for review and approval. Implementation of the E&S plan on site with appropriate structures and technology consistent with all requirements of the approved plan and applicable law. A copy of the approved erosion and sediment control plan and SWPPP (if applicable) shall be maintained on the site at all times. In addition, depending on the amount of proposed land disturbance per the E&S plan, 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.

2.11. Removal from Site of Construction Debris

2.11.1. 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.

2.12. Crushing of masonry

2.12.1. 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.

2.12.2. 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.

2.12.3. The contractor is responsible for providing the 3rd party geotechnical firm, certified to perform work in the state of Virginia, to confirm soils placement and compaction at all areas to be backfilled. The Certified geotechnical firm must provide a certified demolition report for each individual building and surrounding areas.

2.12.4. Unless told otherwise by technical advisors, clean concrete, asphalt, or masonry rubble can be crushed and used as fill and placed in lifts under the direction of the geotechnical engineer with lift depth and maximum particle size allowed in each lift to be determined by the geotechnical engineer.

2.12.5. The demolition contractor will stockpile crushed concrete/masonry material on the parking lots and areas within the site as determined by the City during contract negotiations. The material will be crushed to #3 size stone or less gradation (unless approved by the geotechnical engineer or the City) and placed in bulk storage piles on the asphalt surface area for the owner's use.

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

- 2.13.1. 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.

2.14. Site Grading and Restoration

- 2.14.1. Fill and grading will be required to bring the grade to the level of ground surface adjacent to the demolition sites. It is encouraged that contractor create minimal disturbance during demolition (i.e.- demo, regrade and stabilize) one building at a time. 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 regraded to provide positive drainage, and to match the surrounding grades.
- 2.14.2. 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 the approved erosion and sediment control plan and VESCP regulations.
- 2.14.3. Contractor shall use onsite material to cap rubble fill areas, and add soil amendments as necessary to achieve stable vegetation that will withstand a “second cut” of normal mowing.
- 2.14.4. The project is determined to be complete when the contractor shall achieve a full stand stable vegetation/grass that will withstand a “second cut” of normal mowing.

2.15. Sidewalks, parking lots and streets

- 2.15.1. 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.
- 2.15.2. Pavement removal, preservation, and patching: The contractor should not disturb the identified areas: generally, the main entry roads, main loop road and marked parking lots. These areas are to be preserved as useable roadways as defined by the City during and after all demolition and site restoration work.
- 2.15.3. The asphalt in the marked areas may be removed to allow utility demolition and replaced with suitable, compacted subgrade material and topped with stone base and asphalt paving in thicknesses to match the existing paving profile.
- 2.15.4. All other asphalt areas can be travelled by the demolition contractor during the course of demolition operations, but must be maintained by the demolition contractor to provide non-broken pavement surfaces during and after all demolition and site restoration work is complete. Refer to **Appendix G**.

2.16. Landscaping

- 2.16.1. 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.

3. CONDITIONS OF WORK

3.1. Work Times

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

3.2. Encroachment on Other Properties

3.2.1. 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.

3.3. Explosives

3.3.1. 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.

3.4. Dust Control

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

3.5. Burning

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

4. CONTRACTOR REQUIREMENTS BEFORE ANY WORK MAY BE STARTED

4.1. Completion of Contract Documents

4.1.1. 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.)

4.2. Security for Faithful Performance

4.2.1. 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.

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

4.3. City Business License

4.3.1. 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.

4.4. Land Disturbance Erosion and Sediment Control Plan

4.4.1. 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 <https://www.ci.staunton.va.us/departments/engineering-division>.

4.5. Permits

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

END OF SPECIFICATIONS

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF BIDS:

- 1.1. 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.
- 1.2. 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.

2. BID SPECIFICATIONS

- 2.1. Bidders must 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.

3. BRAND NAMES

- 3.1. 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.

4. DELIVERY POINT:

- 4.1. 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).

5. CASH DISCOUNTS:

- 5.1. Cash discounts will be considered in determining the award.

6. LATEST MODEL/QUALITY

- 6.1. 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.

7. NOTICE OF AWARD

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

8. CHARGES AND PAYMENTS

8.1. To Prime Contractor:

- 8.1.1. 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.

- 8.1.2. 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.
- 8.1.3. 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.
- 8.1.4. 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.
- 8.1.5. 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).

8.2. Payment to Subcontractors:

- 8.2.1. An offeror awarded a contract under this solicitation is hereby obligated:
 - 8.2.1.1. 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
 - 8.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- 8.2.2. 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.

9. TESTING AND INSPECTION

- 9.1. 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.

10. ASSIGNMENT OF CONTRACT

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

11. DEFAULT

- 11.1. 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.

12. TAXES

- 12.1. 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.

13. INDEMNIFICATION

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

14. LIABILITY AND LITIGATION

- 14.1. 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.

15. COPYRIGHTS

- 15.1. 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.

16. AWARDING THE CONTRACT

- 16.1. 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.
- 16.2. 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>

17. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 17.1. 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:
- 17.2. Public inspection of certain records:
- 17.2.1. 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.
- 17.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 17.2.3. 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.
- 17.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 17.2.5. 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
- 17.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,
- 17.2.5.2. identify the data or other materials to be protected, and
- 17.2.5.3. state the reasons why protection is necessary.
- 17.2.5.4. Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

18. ETHICS IN PUBLIC CONTRACTING

- 18.1. 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.

19. FORUM SELECTION

- 19.1. 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.

20. PROMPT PAYMENT ACT

- 20.1. 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.

21. REJECTION OF BIDS

- 21.1. 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 of additions to the information contained herein.
- 21.2. Offerors are cautioned this is an Invitation to Bid, NOT a request to contract.

22. COSTS FOR BID PREPARATION

- 22.1. 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.

23. APPROPRIATIONS

- 23.1. 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.

24. ADDITIONAL FEDERAL GRANT PROVISIONS

- 24.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

25. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

- 25.1. 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).
- 25.2. 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/>.

26. ANTITRUST

- 26.1. 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.

27. QUALIFICATIONS OF (BIDDERS/OFFERORS)

- 27.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) 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/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities.
- 27.2. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the City that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

28. CANCELLATION OF THE CONTRACT

- 28.1. 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.

29. AVAILABILITY OF FUNDS

- 29.1. 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.

30. SELECTION PROCESS/AWARD

- 30.1. 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/offerees.

31. SAFETY AND OSHA STANDARDS

- 31.1. 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.

32. MODIFICATION & WITHDRAWAL OF BID

- 32.1. 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.”

33. CONTRACT TERM

- 33.1. 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.
- 33.2. 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.
- 33.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.
- 33.4. 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.
- 33.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

34. COMPENSATION AND RECORD KEEPING

- 34.1. 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.

35. PAYMENT

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

36. BID BOND

- 36.1. 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.

37. PERFORMANCE AND PAYMENT BONDS

- 37.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$50,000.

38. BID ADDENDA

- 38.1. 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.

39. INSURANCE REQUIREMENTS

- 39.1. 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.

40. CONTRACT TERMINATION

- 40.1. 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.

41. DEBARMENT STATUS

- 41.1. 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.

42. CONTRACTOR UNDERSTANDING

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

43. DRUG-FREE WORKPLACE

- 43.1. During the performance of this contract, the contractor agrees to:
- 43.1.1. provide a drug-free workplace for the contractor's employees;
 - 43.1.2. 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;
 - 43.1.3. 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
 - 43.1.4. 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.

44. NON-DISCRIMINATION

- 44.1. During the performance of this contract, the contractor agrees as follows:
- 44.1.1. 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.

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

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

44.1.4. The contractor will include the provisions of the foregoing paragraphs 44.1.1, 44.1.2, 44.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

45. PERMITS AND LICENSES

45.1. 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.

46. NEGOTIATION WITH SUCCESSFUL BIDDER

46.1. Should the lowest bid for Base Bid exceed the City's budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder

46.2. 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.

47. COOPERATIVE PROCUREMENT

47.1. 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.

48. IMMIGRATION REFORM AND CONTROL ACT OF 1986

48.1. 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)

49. CERTIFICATION OF INTEREST & RELATIONSHIPS

- 49.1. 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 and submit the certification contemporaneously with the executed Contract.

END OF PROCUREMENT GUIDELINES