



County of Prince George
FINANCE DEPARTMENT
P.O. BOX 68
6602 Courts Drive
PRINCE GEORGE, Virginia 23875
(804) 722-8710 Fax (804) 732-1966

Invitation For Bid

IFB # 17-1202-1

Routine & Emergency Utility Repair Services

This procurement is governed by the Virginia Public Procurement Act and all terms and conditions of the Act are hereby adopted and are made a part of this notice.

Contact Information:

Questions concerning sealed bids should be in writing addressed to:

Leigh Primmer
Procurement Officer
Prince George County
Finance Department

6602 Courts Drive
P.O. Box 68
Prince George, VA 23875

(804) 722-8710 Fax (804) 732-1966

or

E-Mail: lprimmer@princegeorgeva.org

Bid Issued: December 5, 2016

Date and time of closing: December 20, 2016 @ 3:00pm EST

1.0	PURPOSE	2
2.0	SCOPE OF WORK	2
3.0	STANDARD TERMS AND CONDITIONS	3
3.1	APPLICABLE LAWS AND COURTS:.....	3
3.2	ANTI-DISCRIMINATION:.....	3
3.3	ETHICS IN PUBLIC CONTRACTING:.....	4
3.4	IMMIGRATION REFORM AND CONTROL ACT OF 1986:.....	4
3.5	ANTITRUST:.....	4
3.6	CLARIFICATION OF TERMS:	4
3.7	PAYMENT:	5
3.7.1	To Prime Contractor:	5
3.7.2	To Subcontractors:	5
3.8	QUALIFICATIONS OF BIDDERS:.....	6
3.9	CHANGES TO THE CONTRACT:	6
3.10	DEFAULT:.....	6
3.11	TAXES:	7
3.12	INSURANCE:	7
3.13	DRUG-FREE WORKPLACE:	7
3.14	NONDISCRIMINATION OF CONTRACTORS:.....	8
3.15	AUDIT:.....	8
3.16	AVAILABILITY OF FUNDS:	8
3.17	RECEIPT AND OPENING OF BIDS:.....	8
3.18	INSPECTION:.....	9
3.19	SUPERINTENDENCE BY CONTRACTOR:.....	10
3.20	WARRANTY OF MATERIALS AND WORKMANSHIP:.....	10
3.21	USE OF PREMISES AND REMOVAL OF DEBRIS:	11
3.22	PROTECTION OF PERSONS AND PROPERTY:.....	12
3.23	TERMINATION BY OWNER FOR CONVENIENCE:	12
4.0	SPECIAL TERMS AND CONDITIONS	13
4.1	AWARD OF CONTRACT:.....	13
4.1.1	AWARD TO MULTIPLE BIDDERS:	13
4.2	BID PRICES:	13
4.3	CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:.....	13
4.4	CONTRACTOR REGISTRATION:	13
4.5	REFERENCES:.....	14
4.6	FINAL INSPECTION:	14
4.7	RENEWAL OF CONTRACT:	14
4.8	WORK SITE DAMAGES:	15
5.0	TERMS AND SIGNATURE SHEET	16
6.0	PRICING SHEET	17

1.0 PURPOSE

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Finance Department, Prince George County Administration Building, Third Floor, until, but no later than **3:00 p.m.** local time prevailing **December 20, 2016** and then publicly opened and read aloud for:

PURPOSE

The purpose of this Invitation to Bid (IFB) is to solicit bids to establish a contract through competitive sealed bidding for a qualified contractor(s) to provide routine and emergency utility construction and repair services on an 'as needed' basis for the County of Prince George.
--

To be considered, your bid must be submitted on a copy of this Invitation for Bid. Bidder shall sign this form in the space provided on the Terms and Signature Sheet and return bid documents to: Prince George County Finance Department, Administration Building - Third Floor, 6602 Courts Drive, P.O. Box 68, Prince George, VA 23875 in a sealed envelope. **Mark outside of your envelope with Invitation for Bid No. IFB # 17-1202-1**

Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail, orally, or by telephone.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the Prince George County Finance Department.

Nothing herein is intended to exclude any responsible vendor, his/her product or service, or in any way restrain, or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

Quoted prices shall be F.O.B. to Prince George, Virginia, unless otherwise noted.

Unless otherwise agreed to at the time of award, payment terms are Net 30.

2.0 SCOPE OF WORK

The County of Prince George is currently seeking bids from qualified contractors to provide routine and emergency utility construction/repair services as specified herein on an "as needed" basis for a period of three (3) years. Work may include maintenance, repair, minor construction and new installation of water lines, sewer lines, manholes and associated appurtenances. Emergency work will require a response within 3 hours of notification.

All labor and equipment will need to be completed by the use of the contractor's workforce; however, materials will be charged to the County of Prince George Utility Department. The contractor will be expected to order all materials and coordinate with the supplier to insure that the work is completed in a timely fashion. Work will be awarded throughout the year that the contract is in effect. The work will be located throughout the County's Utilities Systems.

It is the intention of the County to have at least two contractors under contract to make repairs, in the event that one contractor cannot get to the repair in a reasonable amount of time.

Work will be paid for at the time of completion and receipt of a valid invoice: therefore, no bonds will be required for this ongoing project. The term of contract will be for three years with an optional renewal for an additional three years if agreeable to both parties. All work will be in accordance with the latest approved Prince George County Utility Department Design Standards and Specifications, applicable state and federal water and sewer utility requirements, and applicable construction industry standards. The contractor is responsible for obtaining and adhering to all required local, state and federal construction permits. Prices are to include returning the site to its original condition prior to payment for repairs being made.

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 County of Prince George.

Questions regarding the specifications for this bid should be directed to Chip England, Director of Engineering and Utilities at (804)-722-8706.

3.0 STANDARD TERMS AND CONDITIONS

3.1 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the County of Prince George. Any litigation with respect thereto shall be brought in the courts of the County. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3.2 ANTI-DISCRIMINATION:

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a
-

bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

3.3 ETHICS IN PUBLIC CONTRACTING:

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor 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.

The Bidder shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each Bidder attests that her/his agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder, or itself, to gain any favoritism in the award of this IFB.

3.4 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

3.5 ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Prince George 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 County of Prince George, relating to the particular goods or services purchased or acquired by the County of Prince George under said contract.

3.6 CLARIFICATION OF TERMS:

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Any necessary additions or corrections to this IFB will be made by addenda, and issued to all Bidders of record. Addenda become part of the IFB, and must be acknowledged by each Bidder; failure to acknowledge any addenda shall not relieve Bidders of compliance with the terms thereof. The County assumes no responsibility for oral instructions.

3.7 PAYMENT:

3.7.1 To Prime Contractor:

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

3.7.2 To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
-

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor 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 contractor that remain unpaid seven (7) days following receipt of payment from the County, 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

3.8 QUALIFICATIONS OF BIDDERS:

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

3.9 CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or

3.10 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor

responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

3.11 TAXES:

Sales to the County are generally exempt from federal excise and local and state sales and use taxes. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Prince George on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid. The County's excise tax exemption registration number is 54-6001528.

3.12 INSURANCE:

By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince George must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

3.13 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such

prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.14 NONDISCRIMINATION OF CONTRACTORS:

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

3.15 AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County of Prince George, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

3.16 AVAILABILITY OF FUNDS:

The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by The County of Prince George Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

3.17 RECEIPT AND OPENING OF BIDS:

- (a) It is the responsibility of the bidder to assure that his/her bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.
 - (b) Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide
-

when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.

- (c) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.
- (d) In the event that The County of Prince George is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.

3.18 INSPECTION:

- a. All material and workmanship shall be subject to inspection, examination, and test by the owner and its project inspector at any and all times during construction. The project inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the contractor, or may terminate the right of the contractor to proceed, the contractor and surety being liable for any damages.
 - b. Job-site inspections, tests conducted on site or tests of materials gathered on site, which the contract requires to be performed by independent testing entities, shall be contracted and paid for by the owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings, and steel framing connections. Although conducted by independent testing entities, the owner will not contract and pay for tests or certifications of materials, manufactured products, or assemblies which the contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual, or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the contractor. The contractor shall also pay for all inspections, tests, and certifications which the contract specifically requires him to perform or pay, together with any inspections and tests which he chooses to perform for his own quality control purposes. The contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and materials necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment, or workmanship, the contractor shall reimburse the owner for the cost of re-examination and retesting.
 - c. Should it be considered necessary or advisable by the owner at any time before final acceptance of the entire work to make an examination of any part of the work already completed, by removing or tearing out portions of the work, the contractor shall on request promptly furnish all necessary facilities, labor and material to expose the work to be tested to the extent required. If such work is found to be defective in any respect, due to the fault of the contractor or his subcontractors, he shall defray all the expenses of uncovering the work, of examination and testing, and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of the contractor's labor and material necessarily involved in uncovering the work, the cost of examination and testing, and contractor's cost of material and labor necessary for replacement shall be paid to the contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time.
-

- d. The project inspector will recommend to the owner that the work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the owner. The cost of any such work stoppage shall be borne by the contractor unless it is later determined that no fault existed in the contractor's work.
- e. The project inspector has no authority to and shall not:
 - (1) Authorize deviations from the contract documents;
 - (2) Enter into the area of responsibility of the contractor's superintendent;
 - (3) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the work;
 - (4) Authorize or suggest that the owner occupy the project, in whole or in part;
 - (5) Issue a certificate for payment.

3.19 SUPERINTENDENCE BY CONTRACTOR:

- a. The contractor shall have a competent foreman or superintendent, satisfactory to the owner, on the job site at all times during the progress of the work. The contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The contractor shall notify the owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- b. The contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the contractor, the subcontractors, the owner or the owner's separate contractors and their subcontractors.
- c. The owner may, in writing, require the contractor to remove from the work any employee the owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

3.20 WARRANTY OF MATERIALS AND WORKMANSHIP:

- a. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.
-

- c. This warranty of materials and workmanship is separate and independent from and in addition to any of the contractor's other guarantees or obligations in this contract.

3.21 USE OF PREMISES AND REMOVAL OF DEBRIS:

- a. The contractor shall:
- (1) Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - (2) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - (3) Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- b. The contractor expressly undertakes, either directly or through his subcontractor(s), to effect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the owner, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.
- c. The contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- d. The contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.
- e. During and at completion of the work, the contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the *Virginia Erosion and Sediment Control Handbook*, latest edition, and of the contract documents.
- f. The contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the owner. The contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the owner.
-

3.22 PROTECTION OF PERSONS AND PROPERTY:

- a. The contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the contractor's operation in connection with the work.
- b. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- c. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.
- d. The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.
- e. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the contractor, without special instruction or authorization from the owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided by paragraph O, of the General Terms and Conditions.

3.23 TERMINATION BY OWNER FOR CONVENIENCE:

- a. Owner may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as owner may require to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment the following:
 - (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor of any nature.
-

- b. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

4.0 SPECIAL TERMS AND CONDITIONS

4.1 AWARD OF CONTRACT:

4.1.1 AWARD TO MULTIPLE BIDDERS:

The County reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The County reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

4.2 BID PRICES:

Bid shall be in the form of a firm unit price for each item during the contract period.

4.3 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

4.4 CONTRACTOR REGISTRATION:

If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is seven hundred fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than seventy thousand dollars (\$70,000), (one thousand dollars [\$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____

Specialty _____
Licensed Class B Virginia Contractor No. _____
Specialty _____
Licensed Class C Virginia Contractor No. _____
Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the County in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

4.5 REFERENCES:

Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>
<u>TELEPHONE</u>		

1. _____

2. _____

3. _____

4.6 FINAL INSPECTION:

At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

4.7 RENEWAL OF CONTRACT:

This contract may be renewed by the County upon written agreement of both parties for an additional three (3) years, at successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased by more than the percentage increase of the services

category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

4.8 WORK SITE DAMAGES:

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.

5.0 TERMS AND SIGNATURE SHEET

Terms and Signature Sheet:

IFB # 17-1202-1

Routine & Emergency Utility Repair Services

In compliance with this invitation and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or service upon which prices are quoted, at the price quoted, as specified.

My signature on the bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorizing to sign this bid for the bidder.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Date: _____

Telephone Number: _____

6.0 PRICING SHEET

Note: Emergency services response time is 3 hours maximum.

<u>Equipment Description</u> <u>Rate</u>	<u>Model</u>	<u>Hourly Rate</u>	<u>Daily</u>
Excavator	_____	\$ _____	\$ _____
Rubber Tire Backhoe	_____	\$ _____	\$ _____
Wheel Loader	_____	\$ _____	\$ _____
Bull Dozer	_____	\$ _____	\$ _____
Track Loader	_____	\$ _____	\$ _____
Motor Grader	_____	\$ _____	\$ _____
Skid Steer w/attachments	_____	\$ _____	\$ _____
Broom Tractor	_____	\$ _____	\$ _____
Sheep Foot Roller	_____	\$ _____	\$ _____
Smooth Drum Roller	_____	\$ _____	\$ _____
Trench Roller	_____	\$ _____	\$ _____
End Dump	_____	\$ _____	\$ _____
Tandem Axle Dump Truck 8CY minimum Capacity	_____	\$ _____	\$ _____
Water Truck 3000 gallon min	_____	\$ _____	\$ _____
Lowboy Tractor and Trailer	_____	\$ _____	\$ _____
Service Truck with Welder	_____	\$ _____	\$ _____
Crew Truck	_____	\$ _____	\$ _____

Miscellaneous Equipment	Per Hour	Per Day
Concrete/asphalt saw 6" depth capable	\$ _____	\$ _____
Pipe Saw	\$ _____	\$ _____
Plate or wheel tamper for excavator	\$ _____	\$ _____
Hoe Ram 5000lb minimum	\$ _____	\$ _____
Jumping Jack Tamper	\$ _____	\$ _____
Plate Tamper	\$ _____	\$ _____
Air Compressor with Chipping Hammer	\$ _____	\$ _____
Generator 5000 watt minimum	\$ _____	\$ _____
Hole Hog (mole)	\$ _____	\$ _____
3 Inch Trash Pump with suction and discharge hoses	\$ _____	\$ _____
3 Inch Mud Hog Pump with suction and discharge hoses	\$ _____	\$ _____
Water hydraulic testing equipment	\$ _____	\$ _____
Sewer pipe and manhole testing equipment	\$ _____	\$ _____
16 foot manhole box	\$ _____	\$ _____
20 foot manhole box	\$ _____	\$ _____
24 foot manhole box	\$ _____	\$ _____
Manhole Box	\$ _____	\$ _____
Traffic Control Devices less than 45MPH (enough for single lane closure)	\$ _____	\$ _____
Tapping Machine ¾ -2"	\$ _____	\$ _____
Tapping Machine 4"-12"	\$ _____	\$ _____

Labor	Straight Time	Overtime	Holiday Time
Project Manager	\$ _____	\$ _____	\$ _____
Foreman	\$ _____	\$ _____	\$ _____
Operator	\$ _____	\$ _____	\$ _____
Pipe layer	\$ _____	\$ _____	\$ _____
Truck Driver	\$ _____	\$ _____	\$ _____
Laborer	\$ _____	\$ _____	\$ _____
Flagger	\$ _____	\$ _____	\$ _____
Welder	\$ _____	\$ _____	\$ _____

Aggregate Backfill	Per Ton
#1 Stone	\$ _____
#3 Stone	\$ _____
#57 Stone	\$ _____
#21A/B Stone	\$ _____
#10 Stone	\$ _____

Asphalt	Per Ton
BM-25	\$ _____
IM	\$ _____
SM-9.5	\$ _____

Seed Mulch and Topsoil @ 4 “ _____ **Per SY**

Please indicate percentage of mark up, to include profit and overhead on any materials other than previously specified in the above price sheet. Invoice cost plus _____%.

Note: All equipment, regardless of the situation, will be at the same hourly rates. Labor is the only rate that changes based on the following. Overtime rates are applicable on all weekends and after 5:00 PM only in emergency situations.

Cost increases for fuel and asphalt will only be considered based on the current VDOT fuel and liquid asphalt prices when they are **5% higher than when bid.**
