

CITY OF COLONIAL HEIGHTS, VIRGINIA



INVITATION FOR BID: # 21-102802-1122

LAKEVIEW AVENUE MODERNIZATION

(STATE PROJECT NUMBER: U000-106-140, P101, UPC 101288)

PRE-BID CONFERENCE: (ON LINE - WEBEX MEETING)

OCTOBER 14 2021, 10:00 A.M. EDT

PROPOSAL DUE DATE:

OCTOBER 28 2021 2:00 P.M. EDT

City of Colonial Heights Contacts:

LARRY MELVIN, PURCHASING AGENT: (804) 520-9333, melvin@colonialheightsva.gov

KEITH CHSOLM, PROJECT MANAGER (804) 520-9215, chisolmk@colonialheightsva.gov

City of Colonial Heights
Purchasing Department
201 James Avenue – P.O. Box 3401
Colonial Heights, VA 23834-9001
Larry H. Melvin, Purchasing Agent
Office: (804) 520-9333 MelvinL@colonialheightsva.gov

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Sealed bids, subject to the plans, specifications and conditions contained herein and attached hereto, will be received at the above office until, but **no later than 2:00 PM, October 28 2021**, for the **Lakeview Avenue Modernization project** in Colonial Heights. Bids must be placed in a sealed envelope clearly marked with the bid and/or contract number, bid date and time, and the name and address of the bidder.

Your bid to be considered must be submitted on copy of this Invitation to Bid in the places provided. Please keep a duplicate copy for your records. Bidders shall sign this form in the spaces provided without detaching from rest of bid and must return bid in its entirety to the above noted office/address. Bids shall be returned in a sealed envelope marked with the above Invitation Number, Bid Date and Project Name.

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. It is the sole responsibility of the bidder for ensuring that their bids are stamped by Purchasing Department personnel or designated personnel before the deadline outlined above.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Colonial Heights encourages all businesses, including minority and women-owned businesses to respond to all Invitations to Bid and Request for Proposals.

All items shall be bid as specified or an approved equal unless the item specifically states no substitute. If bidding other than specified, complete specifications on each item quoted upon must be submitted with bid. Failure to comply with this requirement will be cause for rejection of bid.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days except as provided in Section 2.2-4430, Procedure 1, Code of Virginia, which states the bidder shall give notice in writing of his claim to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

Any contract amount over \$25,000.00, the contractor must supply the Purchasing Department a copy of their Colonial Heights Business License.

Questions relating to this Invitation for Bid should be directed to Mr. Larry H. Melvin, Purchasing Agent, at (804) 520-9333, or via email at melvinl@colonialheightsva.gov. Questions relating to the Nature of Services/Project Plans and Specifications and/or additional information should be directed to Mr. Keith Chisolm, Assistant Director of Public Works, at (804) 520-9215, or via email at chisolmk@colonialheightsva.gov. An addendum (Acknowledgement of Receipt of Addenda form attached) will be issued to all questions received pertaining to the Project Specifications/Invitation for Bid within the established deadline.

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Pre-Bid Meeting

A Pre-bid meeting will be held by the City of Colonial Heights Engineering Department on Thursday Oct 14 2021 at 10:00AM EDT via the on-line meeting service Webex. Please email the Purchasing Agent at melvinL@colonialheightsva.gov to get the link to the meeting.

It shall be the full responsibility of all bidders to conduct a thorough and complete examination of the field conditions prior to submitting their bids. Failure of bidders to completely familiarize themselves with the conditions and requirements prior to submission of bid, shall in no way relieve the contractor of the responsibility of performing in such a manner as to meet or exceed the intent of the specifications.

Questions on this project

Any questions on this project, **after the pre-bid conference**, should be emailed to Larry Melvin, Purchasing Agent, melvinL@colonialheightsva.gov. by 5:00 PM Thursday Oct 21 2021. An addendum will be issued, answering all questions.

Time Limit to Commence and Complete Work

The successful bidder shall commence work within seven (7) days after the Notice to Proceed is given to him by the City. The notice to proceed is expected to be given in the March/April 2022 timeframe. Once the Notice to Proceed has been issued, **the successful bidder shall complete all work by August 1, 2023**

For each and every day that any work remains uncompleted after the contract time specified above, the City will access liquidated damages against the contractor at the rate of **one thousand three hundred and fifty (\$1,350) for each and every calendar day that the work remains uncompleted.**

Guarantee of Work

The contractor shall assemble and duly guarantee all warranties as required by these specifications. He shall assemble and deliver to the City all bonds, guarantees, releases, etc. required by these specifications before final payment is made.

The contractor shall guarantee all work against defective workmanship and materials for a period of one (1) year after acceptance of the project the City. The contractor at no cost shall make any equipment or work found to be faulty during this period good to the City.

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Proprietary Information

The *Code of Virginia* states: “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.”

Minority Bidders

The City of Colonial Heights Purchasing Department encourages all businesses, including minority and women owned business to respond to all invitations to Bid and Requests for Proposals.

Minority Participation

The DBE goal established for this project is 12%. All required VDOT Forms in regards to DBE participation must be included with bid proposal that are included within the Project Specifications.

Availability of Funds

It is understood and agreed between the parties that the City of Colonial Heights shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Choice of Law and Venue

Any disputes under a resulting contract, that cannot be resolved between the City of Colonial Heights and the contractor, must be resolved in the Circuit Court of the City of Colonial Heights. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws and regulations.

Bid guarantee (5% of total bid) - (Bid Bond Form Provided Must be Used)

Each proposal must be accompanied by a guaranty in the form of a bid bond equal to 5% of the amount of the proposal.

Such bid Bond shall be submitted with the understanding, that it shall guarantee that the bidder will not withdraw his bid for a period of ninety (90) days after the scheduled closing time for receipt of bids, and that if his bid is accepted, he will enter into an agreement with the owner in accordance with the Form of Agreement as indicated herein. Any mistakes or error on the part of the bidder in preparing his bid confers no right upon the bidder to withdraw his bid after the designated time in said Contract and give stipulated

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Guarantee Bond within fifteen (15) days after written notification of award, the bidder in any particular hereof. Bid Bonds will be returned to the unsuccessful bidders promptly after it is determined who the successful bidder is and the award has been made.

Non-collusion Affidavit of Prime Bidder – (Form Provided Must be Used)

Each proposal must be accompanied by a properly executed and notarized copy of the Non-collusion Affidavit of Prime Bidder.

Guarantee Bond – (Form Provided Must be Used)

If awarded the contract, the contractor shall furnish a performance bond and a labor and material payment bond in the amount of 100 % the total contract amount. (Two Separate Bonds) The performance bond and labor and material payment bond shall be approved by the City Attorney.

In lieu of a bid, performance or payment bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. Upon approval of the City Attorney, a bidder may furnish a personal bond, property bond or bank or saving and loan associations letter of credit on certain designated funds in the face amount required. Approval shall be granted only upon a determination that the alternative form of surety affords protection to the City equivalent to the corporate surety's bond.

The contractor **may** require as part of the agreement between the subcontractor and the contractor, a payment bond with surety thereon in the amount of 100% of the work sublet to the subcontractor. Each such bond shall be constructed, regardless of language, as incorporating, within its provisions, the obligation to pay those persons who furnish labor or material as aforesaid; provided however, that subcontracts between the Contractor and the manufacture or a fabricator shall be exempt from the provision required a payment bond and provided further that subcontracts for less than \$10,000 are also exempt hereunder.

Other Contract Documents – (Forms Provided Must be Used)

The Hold Harmless Agreement and Non-collusion Affidavit of Subcontractors shall be submitted by the successful bidder upon execution of the agreement. The Contractor's Affidavit and Statement of Surety Company shall be submitted by the contractor with the request for final payment.

Termination of Contract

It shall be the sole right of the City to terminate any contract upon written thirty (30) day notification to the contractor.

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Nondiscrimination Clause

In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:

The contractor will not discriminate against any employee or applicant for employment because of disability, race, religion, sex or national origin except where religion, sex or national origin 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.

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.

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

The contractor shall include the provisions of the foregoing paragraphs, 1, 2 and 3 in every subcontract or purchase order over \$10,000 so that the provision will be binding upon each subcontractor or vendor.

Drug Free Workplace

In accordance with Section 2.2-4312 of the *Code of Virginia*, during the performance of this contract, the contractor agrees to:

Provide a drug-free workplace for the contractor's employees

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.

State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose 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.

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Faith-Based Organizations

In accordance with *Code of Virginia*, Section 2.2-4343.1, the City of Colonial Heights does not discriminate against faith-based organization.

Contractor's Insurance

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the

general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish an original Certificate of Insurance, **naming the City of Colonial Heights as an additional insured**. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder.

The Contractor shall furnish insurance in satisfactory limits and on forms and of companies that are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. The contractor will provide a minimum of liability insurance as follows:

Workmen's Compensation – Statutory Limits

Contractor's liability covering all operations performed by the contractor or any subcontractor with limits of not less than \$2,000,000 combined single limit. Sub-contractors are subject to the same limits and must submit certificates of insurance to this office. All certificates of insurance must name the City of Colonial Heights as additionally insured.

Automobile liability insurance-all owned non-owned and hired automobiles with same limits as in (b) above.

Certification of above insurance requirements will be required before the issuance of an award. Also required to be submitted with the insurance certificate is the complete address, phone number and contact person for the insurance company. The authorized agent signing on behalf of the insurance company must submit certification that they are a licensed agent to do business for the Company within the State of Virginia.

Certificate holder should be listed as – City of Colonial Heights, c/o Purchasing Department, 201 James Avenue, 2nd floor, P.O. Box 3401, Colonial Heights, VA 23834-9001.

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If the Certificate of Insurance Form being furnished is other than the City Form, the certificate of insurance must be modified by striking the words “endeavor to” in the second line and by striking the clause “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.”

Qualification of Bidders

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 evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditionals bids will not be accepted.

Contractor Registration

Contractors must be classified according to section 54.1-1100 of the Code of Virginia:

“Class A contractors” perform or manage construction, removal, repair or improvement projects when (i) the total value referred to in a single contractor or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12 month period is \$750,000 or more

“Class B contractors” perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$7,500 or more, but less than \$120,000, or (ii) the total value of all such construction, removal, repair or improvements undertaken by such person within any 12 month period is \$150,000 or more, but less than \$750,000.

“Class C contractors” perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is over \$1,000 but less than \$7,500, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12 month period is less than \$150,000.

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 such Contractor license to the City of Colonial Heights in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 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.

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DISQUALIFICATION OF CONTRACTORS: By signing this bid or proposal, the undersigned certifies that this Bidder or any officer, director, partner or owner is not currently barred from bidding on contracts by any Agency of the Commonwealth of Virginia, or any public body or agency of another state, or any agency of the federal government, nor is this Bidder a subsidiary or affiliate of any firm/corporation that is currently barred from bidding on contract by any of the same. We have attached an explanation of any previous disbarment(s) and copies of notice(s) of reinstatement(s).

CERTIFICATION OF NO COLLUSION: The undersigned does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is incorporated that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.) Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law and can result in fines, prison sentences and civil damage awards.

The undersigned declares that they are fully authorized to sign the proposal on behalf of the firm listed and to all conditions and provisions thereof. The firm name given below is the true and complete name of the bidder and the bidder is legally qualified and licensed by the Commonwealth of Virginia, Department of Commerce, State Board for Contractors, to perform all Work included in the scope of the Contract.

The undersigned also certifies that this firm has no business or personal relationships with any other companies or personnel that could be considered as a conflict of interest to the City of Colonial Heights, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationship with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Colonial Heights, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Colonial Heights.

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Bidder _____ VA License No _____

By: _____
Printed Name Signature Title

Date signed _____

If Partnership (List Partner’s Names)
and list State of Incorporation

If Corporation, affix Corporate Seal

State _____

(Affix Seal)

Business Address:

Tax Payer’s Identification _____

Telephone number _____

Fax Number _____

Cell number _____

Email address _____

I herby certify that I am authorized to sign as a Representative for the Firm:

Secretary

Name _____

By _____
Signature of Bidder/Title

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ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM FORM
(MUST BE SUBMITTED WITH BID PROPOSAL)

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City Invitation for Bid No.: 21-102802-1122
Bid Proposal Due Date: October 28 2021 at 2:00 P.M.
Bid Proposal for: Lakeview Avenue Modernization
NAME OF BIDDER: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM (S)

The undersigned, hereby acknowledges the receipt of the following addenda:

- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____
- Addendum No. _____ dated _____

As stated in the Request for Bid, this form is included in our Bid Proposal.

Printed Name

Signature

Title

Date

BID BOND – CITY OF COLONIAL HEIGHTS VA

KNOW ALL MEN BY THESE PRESENTS:

The we _____
 (hereinafter called “Principal”), as Principal and _____,
 a corporation duly organized under the laws of the State of _____,
 (hereinafter called “Surety”), as Surety are held and firmly bound unto the City of Colonial Heights, Virginia
 (hereinafter called “Obligee”) as Obligee, in the sum of _____
 (\$ _____) for the payment of which sum well and truly to be made, the said Principal and the said
 Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
 firmly by these presents.

Whereas, the Principal has submitted a bid to the Obligee for _____

Now, therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with goods and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, 20_____

Attest: _____ (Seal)
 _____ Principal

Attest: _____ By _____
 _____ Title

_____ (Seal)
 _____ Surety

Surety Countersigned:

By _____ By _____
 _____ Attorney-in-Fact

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

City of _____

County _____

_____ being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner, officer, representative or agent)

of _____, the bidder has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid.

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspire, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or Sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Colonial Heights or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name)

(Title)

Subscribe and sworn to before me this _____ day of _____, 20_____

(Title)

My commission expires _____

HOLD HARMLESS AGREEMENT

I (we) _____, agree to the following provision relating to Indemnification of the CITY OF COLONIAL HEIGHTS whereby:

- (a) The Contractor shall indemnify and save harmless the City, its agents and employees from and against all claims, damages, injuries, losses to persons or to property and expenses including attorneys' fees, alleged to have been caused through the fault, omissions or negligence of the Contractor, its agents and employees in the performance of any part of the work herein, .Contractor shall be responsible to City for the acts and omissions of all person, firms or corporations directly or indirectly employed by contractor in connection with the work.
- (b) In any and all claims against the City or any of its agents or employees by any employee of the Contractor or anyone directly or indirectly employed by the Contractor, the indemnification obligation under paragraph (a) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation act, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

CONTRACTOR: _____

By: _____

(Name and Title)

STATE OF _____ of _____

To-WIT: I _____ a Notary Public in and for the _____

_____ aforesaid in the State aforesaid, do certify that _____

_____ whose name is signed to the above agreement bearing the date of _____

_____ day of _____, 20_____, personally appeared before me in my

_____ and State aforesaid and acknowledged the same as his / her act and deed.

My Commission expires the _____ day of _____, 20_____.

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

SIGNATURE OF NOTARY PUBLIC

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____ and _____
_____ are held and firmly bound unto the City of Colonial Heights and to the persons
performing labor and furnishing materials in the just and full sum of _____ Dollars; to the payment whereof, well and
truly made to the said City we bind ourselves and each of us jointly and severally, firmly by these presents. Sealed with the seals of
the parties hereto and dated this _____ day of _____ in the year A.D., 20_____.

The condition of the above obligation is such that whereas the above bound _____
_____ did, on the _____ day of _____, 20_____
enter into a contract with the City of colonial Heights for _____ which contract is by
reference thereto hereby expressly made a part of this bond..

Now if the said _____ shall well and faithfully perform said contract, and each and every
condition, stipulation and requirement thereof, without default, and shall indemnify and save harmless the City of Colonial Heights
from any and all claims against the City under the Virginia Workman’s compensation Act, arising out of the performance of said
contract or any work done in connection therewith, and from any and all damages, either directly or indirectly arising out of any
failure to perform the same, and shall pay all cost for labor, equipment, vehicles, tools, appliances and materials any any and all patent
fees, and from any and all damages occasioned any party or parties, in person or property, by the negligent doing of the work provide
for by said contract, or negligent failure to perform the conditions and requirements thereof, then the above obligation is to be void;
otherwise the same shall remain in full force and virtue.

The same (Bonding Co.) _____ for value received, hereby stipulates and agrees
that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the
specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the
specifications accompanying the same. (N.B. – Where a firm gives bond, all members of the firm should sign individually.)

IF A CORPORATION

President (Affix Corporate Seal)

Attest – Secretary Attorney-in Fact

OTHER THAN A CORPORATION

Countersigned

Resident Agent

(Acknowledgment – Corporate Principal)

State of _____ of _____

To wit: I _____ a Notary Public in and for the _____

_____ aforesaid in the State aforesaid do certify that _____

and _____ whose names as _____

and _____ respectively, of _____

are signed to the forging bond bearing date the _____ day of _____, 20 _____

personally appeared before me in my _____ and State aforesaid and acknowledged the same

in behalf of the said corporation, as its act and deed.

My commission expires the _____ day of _____, 20 _____.

Given under my had this _____ day of _____, 20 _____

Notary Public

(Affidavit and Acknowledgment of Surety)

State of _____ of _____ To wit:

I _____ a Notary Public in and for the _____ and State aforesaid,

Do certify that _____ whose name is signed to the foregoing bond bearing date this

_____ day of _____ 20 _____, personally appeared before me in my

_____ and State aforesaid and made oath that he is _____ of

_____ ; that he is duly authorized to execute the foregoing bond by virtue of

a certain power of attorney of the said company dated the _____ day of _____ 20 _____,

and recorded in the Office of the Clerk of the _____ Court of _____

of Virginia, in Deed book _____ page _____ ; that the said Power of Attorney has not

been revoked; and that the said company has complied with all the requirements of law regulating such companies in the transaction

of business in the State of Virginia. And the said _____ thereupon, the in name and on behalf of the said

company, acknowledged the foregoing bond as its act and deed.

My commission expires the _____ day of _____ 20 _____.

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

Approves as to form _____
City Attorney

Notary Public

CONTRACTOR'S AFFIDAVIT

PROJECT:
(NAME, ADDRESS)

STATE OF

COUNTY/CITY OF

Before me _____, a Notary Public in an for said County/City

Personally appeared _____

(name of duly authorized representative). _____ (Title)

who being duly sworn according to law, deposes and says that all labor, material, and outstanding claims and I

indebtedness of whatever nature arising out of the performance of the contract between the CITY OF

COLONIAL HEIGHTS, VIRGINIA and _____

(Contractor) have been paid in full.

CONTRACTOR:

Address:

Signature

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public: _____

My commission Expires _____

STATEMENT OF SURETY COMPANY

PROJECT:
(name, address)

Bond NO:

Contract Amount: \$

Contract Date:

In accordance with the provisions of the Contract between the CITY OF COLONIAL HEIGHTS,
VIRGINIA, Owner, and _____ (Contractor), the

(insert name and address of Surety Company), surety on the bond of said contractor, certifies that after a
careful examination of the books and records of said Contractor, or after receipt of an affidavit from said
Contractor, which examination or affidavit satisfies this company that all claims for labor and materials have
Been satisfactorily settled, hereby approves of the final payment to said Contractor, and by these presents
witnesseth the payment to said Contractor of the final estimates shall not relieve the Surety Company of its
obligations to the CITY OF COLONIAL HEIGHTS, as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand and seal this

_____ day of _____, 20_____.

Attest:

(Seal): _____

Surety Company

Signature of Authorized Representative

Title

Note: This statement, if executed by any person other than the President or Vice President of the Company,
must be accompanied by a certificate of even date showing authority conferred upon the person so signing to
execute such instruments on behalf of the Company represented.

**CITY OF COLONIAL HEIGHTS
STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this _____ day of _____, 2021, by and between the City Council of Colonial Heights, Virginia, or its authorized agents, and the Contractor identified below, for services identified herein, on the following terms and conditions.

1. Definitions.

(a) As used in this Contract, the term “City” shall mean the City Council of Colonial Heights, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts.

(b) As used in this Contract, the term “Contractor” shall mean:

2. Provision of Services.

(a) The Contractor hereby agrees to provide the following services to the City:

(b) The time, manner and place for performance of such services shall be:

3. Time and Essence.

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

4. City Obligations.

(a) In return for the services identified above, the City shall pay the Contractor the following amounts:

(b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the City a two percent (2%) discount for all invoices, provided that the City pays any invoice or other billing within ten (10) working days of receipt thereof.

5. Termination for Convenience of the City.

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the City Manager or the Purchasing Agent of Colonial Heights determines that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or the Purchasing Agent, mailed or delivered to the Contractor and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City Purchasing Agent; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Agent.

(e) The Purchasing Agent, with the approval of the City's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Agent shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Agent to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Agent shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 15 of this contract concerning Disputes.

(h) The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. **Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. **Examination of Records.**

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

8. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

9. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be: **pursuant to attached certificate of insurance.** The Contractor shall provide a Certificate of Insurance, naming the City as additionally insured.

10. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the City Manager.

11. **Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Agent, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically as a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Agent required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

12. **Warranties:**

13. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the City, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

14. **Disputes.**

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment to the Contractor. However, written notice of the Contractor's intention to file a claim shall

be given at the time of the occurrence or the beginning of the work upon which the claim will be based. Contractual claims shall be addressed to the Purchasing Agent and shall clearly designate the correspondence as a contractual claim, the contract to which it is referring, and the basis for the claim. The City Manager or his designee shall respond in writing to the Contractor with his final decision within 90 days of the claim's submission. The written decision of the City Manager or his designee shall be final and conclusive unless the Contractor appeals within six months of the date of the decision by instituting legal action as specified in §2.2-4364 of the Code of Virginia.

15. Nondiscrimination.

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin 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) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. 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 workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the above clauses in every contract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. "Drug-free workplace" means a site for the performance of work done in connection with this contract and at which employees are subject to the prohibitions in (ii) above.

17. Interest.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month on all amounts the City owes to the Contractor.

18. Payments to Subcontractors.

The Contractor agrees to take one of the following actions within seven days after receipt of payment from the City for work performed by a subcontractor under the Contract:

- a. Pay the subcontractor the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under the Contract; or
- b. Notify the City and the subcontractor, in writing, of his intention to withhold all or a part of the payment with the reasons for nonpayment.
- c. The Contractor agrees to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the City for work performed by the subcontractor under the Contract, except for amounts withheld under subsection 1(b).
- d. The Contractor agrees to include language in its subcontracts and with lower-tier subcontractors which states that unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

19. Social Security or Employer Identification Number.

Prior to any payment being made by the City under the Contract, the Contractor shall provide the City his or her social security number (if an individual) or the federal employer identification number (if a proprietorship, partnership or corporation).

20. Payment and Performance Bonds (Construction Contracts Only).

The City shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The Contractor shall provide a Performance Bond and a Payment Bond (AIA Document A312) each for one hundred percent (100%) of the Contract including all adjustments as authorized by change order. Bond premiums for the initial Contract shall be paid by the Contractor. Any subsequent bond premium costs shall be as authorized by change order.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

21. Worker's Compensation (Construction Contracts Only).

No Contractor shall perform any work on a construction contract unless he (i) has obtained, and continues to maintain for the duration of the work, worker's compensation coverage required pursuant to Chapter 8 (§65.2-800 et seq.) of Title 65.2 of the Code of Virginia and (ii) provides prior to the award of contract, on a form furnished by the City, evidence of such coverage.

22. Additional Terms and Conditions.

23. Integration Clause.

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

24. Legal Status

All individuals performing work pursuant to this contract must be U.S. citizens or possess documents that allow them to be employed and work in the United States.

25. Faith-Based Provisions.

The City does not discriminate against faith-based organizations. For the purpose of this section, “faith-based organization” means a religious organization that is or applies to be a Contractor to provide goods and services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

26. City Ownership of Contract Product.

Drawings, specifications and other documents, including those in electronic form, prepared by the Contractor are Instruments of Service. The Contractor shall be deemed the author and owner of the instruments until such time as payment is made therefore, at which time the City shall become the owner of the Instruments of Service. The Owner, upon completion or termination of this Contract, shall have full and exclusive rights to use the Instruments of Service in any manner not inconsistent with state law. The Contractor shall not use the Instruments of Service on any other work or release information about the Instruments of Service without the express written consent of the City.

Contractor: _____

Representative _____

Date _____

City of Colonial Heights VA

Representative _____

Date _____