



PROJECT MANUAL
FOR
CITY OF
COVINGTON

Municipal Sidewalks

Invitation for Bid # 2024-004

Due: 3:30 PM, April 5, 2024

**PUBLIC WORKS
340 E. WALNUT STREET
COVINGTON, VA 24426
TELEPHONE (540) 965-6524**

Issued on: March 22, 2024

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ADVERTISEMENT FOR BIDS

Sealed bids for Municipal Sidewalks, will be received by the City of Covington 340 E. Walnut Street, Covington, VA 24426, until no later than **3:30 p.m., April 5, 2024.**

This project includes all of the labor, materials, equipment and performance of all work necessary to complete the construction of or repair and improvements to sidewalks, steps, curbs, gutters, retaining walls, driveway entrances, handicap ramps, ditches, and other masonry activities as noted. This work shall be performed in accordance with the Manual of Specifications and Standard Details, latest version, for the City of Covington, Work Area Protection Manual, latest revision, applicable sections of the VDOT Road and Bridge specifications, latest version, the Project Manual, and any Addendum.

Bid Documents may also be viewed and printed directly from the City's website:

<https://covington.va.us/city-government/city-projects-for-bid/>

A mandatory Pre-Bid meeting will be held at 1:00 PM, March 28, 2024, at City Hall at 333. W. Locust St., Covington, VA 24426.

All requests for clarification of or questions regarding this Advertisement for Bids or for additional information must be made in writing to Anthony Lowry at alowry@covington.va.us and received by 10:00 AM, March 28, 2024. All addenda should be signed and accompany any bid submitted.

BID FORM

PROJECT IDENTIFICATION: City of Covington Various Sidewalk Repairs

CONTRACT IDENTIFICATION
AND NUMBER: Durant, Monroe, Riverside, Highland

THIS BID IS SUBMITTED TO: CITY OF COVINGTON, VIRGINIA

(Name and Address of Owner) 340 E. WALNUT STREET
COVINGTON, VA 24426

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. Bid Security and Payment / Performance Bonding will be required for this project.
4. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

 - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - e. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - g. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

h. (Any other representation required by Laws and Regulations.)

5. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

No.	Item	Unit	Estimated Quantity	Unit Price	Total Estimated Price
1	Mobilization	LS	1		
Mobilization Subtotal:					
Durant					
2	Durant and Lexington near Wendy's				
2.1	Remove Sidewalk and Entrance	SY	48		
2.2	Hydraulic Cement Concrete 4"	SY	48		
2.3	Remove Curb and Gutter	LF	60		
2.4	COMB. Curb and Gutter Std.	LF	60		
2.5	CG-12 Detectable Warning Surface	SY	5		
3	Durant and Parklin				
3.1	Remove Sidewalk and Entrance	SY	10		
3.2	Hydraulic Cement Concrete 4"	SY	10		
3.3	Remove Curb and Gutter	LF	25		
3.4	COMB. Curb and Gutter Std.	LF	10		
3.5	COMB. Curb and Gutter Radial	LF	15		
4	Durant Bridge to Low Spot				
4.1	Remove Sidewalk and Entrance	SY	39		
4.2	Hydraulic Cement Concrete 4"	SY	39		
4.2	Remove Curb and Gutter	LF	42		
4.4	COMB. Curb and Gutter Std.	LF	42		
Durant Subtotal:					
Monroe					
5	E. Hawthorne to Shop				
5.1	Remove Sidewalk and Entrance	SY	58		
5.2	Hydraulic Cement Concrete 4"	SY	58		
5.3	Remove Curb and Gutter	LF	0		
5.4	COMB. Curb and Gutter Std.	LF	0		
5.5	CG-12 Detectable Warning Surface	SY	12		
6	Shop to Prospect				
6.1	Remove Sidewalk and Entrance	SY	62		
6.2	Hydraulic Cement Concrete 4"	SY	62		
6.3	Remove Curb and Gutter	LF	0		
6.4	COMB. Curb and Gutter Std.	LF	0		
6.5	CG-12 Detectable Warning Surface (1)	SY	10		

6.6	CG-12 Detectable Warning Surface (2)	SY	9		
Monroe Subtotal:					
Riverside					
7	Corner Monroe and Riverside				
7.1	Remove Sidewalk and Entrance	SY	90		
7.2	Hydraulic Cement Concrete 4"	SY	90		
7.3	Remove Exist. Curb	LF	40		
7.4	Radial Curb CG-3	LF	40		
8	W. Riverside at Loving Funeral home				
8.1	Remove Sidewalk and Entrance	SY	34		
8.2	Hydraulic Cement Concrete 4"	SY	34		
8.3	Remove Curb and Gutter	LF	10		
8.4	COMB. Curb and Gutter Std.	LF	10		
8.5	CG-12 Detectable Warning Surface	SY	9		
8.6	4" PVC Stormwater	LF	16		
Riverside Subtotal:					
Highland					
9	Car Shop				
9.1	Remove Sidewalk and Entrance	SY	186		
9.2	Hydraulic Cement Concrete 4"	SY	191		
9.3	Remove Curb and Gutter	LF	153		
9.4	COMB. Curb and Gutter Std.	LF	132		
9.5	CG-12 Detectable Warning Surface (1)	SY	8		
9.6	CG-12 Detectable Warning Surface (2)	SY	8		
Highland Subtotal:					
Total of all Unit Prices:					

BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

6. BIDDER agrees that the Work

will be substantially completed and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are attached to and made a condition of this Bid:

a. Non-Collusion Form

8. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below.
The following address:

9. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____ 20 _____.

State Contractor License No. _____

If BIDDER is:

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(general partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)

(Corporation Name)

(state of incorporation)

By _____ (SEAL)

(name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: _____

Phone No.: _____

Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)

(Name)

(Address)

By _____ (SEAL)

(Name)

(Address)

Phone Number and Address for receipt of official
communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

NON-COLLUSION FORM
GENERAL MUNICIPAL LAW
CHAPTER 675

Amending 103-d - General Municipal Law

“(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
- (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”

FIRM

BY

DATE

CONTRACT NO.(S)

CONTRACT NAME(S)

SECTION 321313 – CONCRETE SIDEWALK, DRIVEWAY APRONS, AND CURBING

PART 1 – GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide all labor, materials, equipment, and services necessary for, and incidental to, the installation of concrete sidewalk, driveway aprons, and curbing as shown on the Drawings, or as specified herein.
- B. The materials and methods specified herein are directly intended for placement of “new” concrete sidewalk, driveway aprons, and curbing. Where existing sidewalk, driveway, and curbing is removed and replaced during construction, modifications to these specifications to match existing conditions shall be made as directed by the Engineer.

1.2 QUALITY ASSURANCE

- A. Reference Standards:
 - 1. The latest edition of the following standards, as referenced herein, shall be applicable.
 - a. “Virginia Department of Transportation Road and Bridge Specifications,” latest edition.
 - b. American Society of Testing and Materials (ASTM).
 - c. American Concrete Institute (ACI).
- B. The Contractor shall provide and pay for all costs in connection with an approved independent testing facility to determine conformance of materials with the specifications, if at any time during the Work, materials appear unsuitable in the opinion of the Engineer.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Method of Measurement:
 - 1. Concrete curb payment will be made on a linear foot basis for work satisfactorily completed. Payments will be proportion on the amount of work complete as determined by the Engineer.
 - 2. Concrete driveway apron payment will be made on a square yard basis for work satisfactorily completed. Payments will be proportion on the amount of work complete as determined by the Engineer.
 - 3. Concrete sidewalk payment will be made on a square yard basis for work satisfactorily completed. Payments will be proportion on the amount of work complete as determined by the Engineer.
- B. Basis of Payment:
 - 1. The concrete curb unit price per linear foot (LF) shall include the cost of furnishing all labor, equipment, and materials necessary to complete the work.
 - 2. The concrete driveway aprons unit price per square yard (SY) shall include the cost of furnishing all labor, equipment, and materials necessary to complete the work.
 - 3. The concrete sidewalk unit price per square yard (SY) shall include the cost of furnishing all labor, equipment, and materials necessary to complete the work.

C. Payment to be made under:

Item No.	Item Description	Pay Unit
6	Concrete Curb, VDOT Std. CG-2	Linear Foot (LF)
8	Concrete Driveway Aprons	Square Yard (SY)
9	Concrete Sidewalks	Square Yard (SY)

1.4 SUBMITTALS

A. Concrete:

1. The Contractor shall furnish the name and location of the concrete supplier.
2. Submit the design mix for each class of concrete prior to use in the Work.

B. Product Data:

1. Submit manufacturer's catalog cuts, specifications, and installation instructions.

C. Test Results:

1. The testing laboratory shall submit written reports of all tests, investigations, and recommendations to the Contractor and the Engineer.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Concrete:

1. All cast-in-place concrete shall be ready mixed concrete meeting the following criteria:
 - a. 28-day compressive strength-3,000 psi min.
 - b. Air entrainment-4% to 8%
 - c. Slump-1" to 5"

B. Premoulded Expansion Joint Filler:

1. Concrete curbing shall be provided with a half-inch premoulded expansion joint filler conforming to ASTM D1751.
2. The premoulded expansion joint filler shall be "pre-cut" to match the concrete sidewalk and curbing cross-sectioned dimensions as detailed on the Drawings.

C. Fabric Reinforcement:

1. Flat sheets of 6 x 6 - W 2.9 x W 2.9, ASTM A 185, welded wire fabric.

D. Curing and Materials:

1. Impervious Sheeting: ASTM C171.
2. Liquid Membrane Curing Compound: ASTM C309, compound shall be free of paraffin or petroleum.
3. "Kure-N-Seal 0800" by Sonneborn, "Cure & Seal" by Symons, or equal.

E. Sealants:

1. Joint Sealers: ASTM D 1850.

F. Forms:

1. Forms shall be of wood or steel, straight of sufficient strength to resist springing during depositing and consolidating concrete, and of a height equal to the full depth of the finished concrete.
2. Wood forms shall be surfaced plank, 2-inch nominal thickness, straight and free from warp, twist, loose knots, splits or other defects. Wood forms shall have a nominal length of 10 feet, with a minimum of three stakes per form, at maximum spacing of 4 feet. Corners, deep sections, and radius bends shall have additional stakes and braces, as required. Radius bends may be formed with 3/4-inch boards, laminated to the required thickness.
3. Steel forms shall be channel-formed sections with a flat top surface and with welded braces at each end and at not less than two intermediate points. Form ends shall be interlocked and self-aligning. Forms shall include flexible forms for radius forming, corner forms, form spreaders, and fillers. Forms shall have a nominal length of 10 feet, with a minimum of two welded stake pockets per form. Stake pins shall be solid steel rods with chamfered heads and pointed tips, designed for use with steel forms.
4. Rigid forms shall be provided for curb returns, except that benders of thin plank forms may be used for curb or curb returns with a radius of 10 feet or more, where grade changes occur in the return, or where the central angle is such that a rigid form

PART 3 – EXECUTION

3.1 INSPECTION

- A. The Contractor shall notify the Engineer 24 hours before placing concrete in order to give the Engineer an opportunity to inspect the formwork, reinforcing and related items prior to placement of the concrete.
- B. Delivery tickets shall show the amount of cement, brand, and amount of all admixtures, in addition to information required by ASTM C94, Section 14. Water added on the job shall be approved and the amount noted on the delivery ticket and initialed by the Contractor.

3.2 SUBBASE PREPARATION

- A. Concrete sidewalk, driveway aprons, and curbing shall be constructed on a compacted granular subbase as shown on the Drawings.
- B. The completed subbase shall be tested for grade and cross section with a template extending the full width of the sidewalk and supported between side forms.
- C. The subbase shall be maintained in a smooth, compacted condition in conformity with the required section and established grade, until the concrete is placed.
- D. The subbase shall be in a moist condition when concrete is placed.
- E. The subbase shall be prepared and protected so as to produce a subbase free from frost when the concrete is deposited.

3.3 FORMWORK

- A. Earth cuts may not be used as forms for vertical surfaces.

- B. All forms shall be built mortar tight and of materials sufficient in strength to hold concrete without bulging between supports. Forms shall be maintained to eliminate the formation of joints due to shrinkage of the forms. Concrete, misshapen by bulges or deformations caused by inadequate forms, shall be removed or corrected as ordered by the Engineer. All replacements or corrections shall be made at the Contractor's expense.
- C. All surfaces of wooden forms that will be in contact with exposed concrete shall be thoroughly treated with an approved lacquer in the procedure recommended by the manufacturer. Forms so treated shall be protected from being damaged or dirtied prior to placing of the concrete.
- D. Metal forms shall be treated with an approved form lacquer or may be treated with an approved form oil. The metal used for forms shall be of sufficient thickness to remain true to shape. All bolt and rivet heads shall be designed to hold the forms rigidly together and to allow removal, without injury to the concrete. Metal forms which do not have smooth surfaces, correct alignment and clean surfaces shall not be used.
- E. Side forms shall not be removed for less than 12 hours after finishing has been completed.

3.4 CONCRETE PLACEMENT AND FINISHING

- A. Preparation:
 - 1. Set forms true to line and grade and anchor rigidly in position.
 - 2. Transverse expansion joints shall be installed at sidewalk returns and opposite expansion joints in adjoining curbs. Longitudinal expansion joints shall be installed between concrete sidewalk and abutting concrete curb, continuously. Transverse expansion joints shall be installed equally at not more than 20 feet on center, unless otherwise directed by the Engineer, or as detailed on the Drawings.
 - 3. Transverse expansion joints shall be filled with 1/2-inch joint filler strips. Joint filler shall be placed with top edge 1/4 inch below the surface and shall be held in place with steel pins or other devices to prevent warping of the filler during floating and finishing. Protect the top edge of the joint filler during concrete placement with a temporary cap and remove after concrete has been placed.
 - 4. Expansion joints shall be formed about structures and features that project through or into the sidewalk pavement, using joint filler of the type, thickness, and width indicated. The filler shall be installed in such manner as to form a complete, uniform separation between the structure and sidewalk pavement.
- B. Placement of Fabric Reinforcement:
 - 1. Prior to placement, clean reinforcement thoroughly of mill and rust scale and of coatings which could destroy or reduce bond. Where there is a delay in depositing concrete after the positioning of reinforcement, reclean reinforcement, if necessary.
 - 2. Place reinforcement midway between top and bottom of the slab and secure against displacement.
 - 3. Lap edges and ends of adjoining sheets of fabric reinforcement at least half the mesh width. Offset end laps in adjacent sheets to prevent continuous joints at ends. Interrupt reinforcement at expansion joints, stopping 2 inches from edges.
- C. Concrete Placement:
 - 1. Concrete shall be placed in the forms in one layer of such thickness that when compacted and finished the sidewalk will be of the thickness indicated. After concrete has been placed in the forms, a strike-off guided by side forms shall be used to bring the surface to proper section to be compacted.

2. The concrete shall be tamped and consolidated with a suitable wood or metal tamping bar, and the surface shall be finished to grade with a wood float. Finished surface of the walk shall not vary more than 3/16 inch from the testing edge of a 20-foot straightedge. Irregularities exceeding the above shall be satisfactorily corrected. The surface shall be divided into rectangular areas by means of contraction joints spaced at intervals shown on the drawings.
3. Place concrete in accordance with ACI 301 unless otherwise specified herein.
4. Cold Weather Concreting: Comply with ACI 305 for placement at temperatures of, or expected to be, below 40°F.
5. Hot Weather Concreting: Comply with ACI 306 for placement at temperature of, or expected to be, above 90°F.

D. Concrete Finishing:

1. After straight edging, when most of the water sheen has disappeared, and just before the concrete hardens, the surface shall be finished to a smooth and uniformly fine granular or sandy texture free of waves, irregularities, or tool marks. A scored surface shall be produced by brooming with a fiber-bristle brush in a direction transverse to that of the traffic, or as otherwise shown on the drawings.
2. All slab edges, including those at formed joints, shall be finished carefully with an edger having a radius of 1/8 inch. Corner and edges which have crumbled and areas which lack sufficient mortar for proper finishing shall be cleaned and filled solidly with a properly proportioned mortar mixture and then finished.
3. The top of the curb shall be rounded with an edging tool to a radius of 1/2-inch and the surfaces shall be floated and finished with a smooth wood float until true to grade and section and uniform in texture. Floated surfaces shall then be brushed with a fine-hair brush and longitudinal strokes.
4. Immediately after removing the front curb form, the face of curb shall be rubbed with a wood or concrete rubbing block and water until blemishes, form marks, and tool marks have been removed. The surface, while still wet, shall be brushed in the same manner as the curb top. Except at grade changes or curbs, finished surfaces shall not vary, from testing edge of 10-foot straightedge, more than 1/8 inch for gutter and entrance and 1/4 inch from top and face of curb. Irregularities exceeding the above shall be satisfactorily corrected.
5. Curbing forms shall be left in place at least twenty-four (24) hours, or until the concrete has sufficiently set so that, in the opinion of the Engineer, the forms can be removed without injury to the curbing.
6. The completed surface shall be uniform in color and free of surface blemishes and tool marks.
7. No plastering shall be permitted.

3.5 CURING

A. Impervious Sheeting Method:

1. The entire exposed surface shall be wetted with a fine spray of water and then covered with impervious sheeting material. Sheets shall be laid directly on the concrete surface with the light-colored side up and overlapped 12 inches when a continuous sheet is not used.
2. The curing medium shall not be less than 18 inches wider than the concrete surface to be cured and shall be securely weighted down by heavy wood planks, or by placing a bank of moist earth along edges and laps in the sheets.
3. Sheets shall be satisfactorily repaired or replaced if torn or otherwise damaged during curing. The curing medium shall remain on the concrete surface to be cured for not less than 7 days.

- OR -

B. Membrane Curing Method:

1. The entire exposed surface shall be cured with a membrane forming curing compound.
2. Curing compound shall be applied in two (2) coats by hand operated pressure sprayers at a coverage of approximately 200 square feet per gallon for both coats, unless otherwise approved by the Engineer based upon manufacturer's data.
3. The second coat shall be applied in a direction approximately at right angles to the direction of application of the first coat. The compound shall form a uniform, continuous, coherent film that will not check, crack, or peel and shall be free from pinholes or other imperfections. Apply an additional coat to all surfaces showing discontinuity, pinholes or other defects.
4. Concrete surfaces that are subjected to heavy rainfall within 3 hours after curing compound has been applied shall be resprayed by the above method and at the above coverage at no additional cost to the Owner.
5. Expansion-joint openings shall be sealed at the top by inserting moistened paper or fiber rope or covering with strips of waterproof paper prior to application of the curing compound, in a manner to prevent the curing compound entering the joint.
6. Concrete surfaces to which membrane-curing compounds have been applied shall be adequately protected for 7 days from pedestrian and vehicular traffic and from any other action that might disrupt the continuity of the membrane. Any area covered with curing compound and damaged by subsequent construction operations within the 7-day curing period shall be resprayed as specified above at no additional expense to the Owner.

3.6 SEALING JOINTS

- A. At the end of the curing period, expansion joints shall be carefully cleaned and filled with joint sealer. Concrete at the joint shall be surface dry, and the atmospheric and pavement temperatures shall be above 50°F, at the time of application of joint sealing materials.
- B. Joints shall be filled flush with the concrete surface in such manner as to minimize spilling on the concrete surfaces. Spilled sealing material shall be removed immediately, and the surfaces of the concrete cleaned. Dummy groove joints shall not be sealed.

3.7 BACKFILLING AND RESTORATION

- A. After curing, debris shall be removed, and the area adjoining the concrete shall be backfilled, graded, and compacted to conform to the surrounding area in accordance with lines and grades indicated.
- B. All lawns, pavements, driveways, shrubs, or other improvements affected by sidewalk and curbing placement shall be restored to their original condition.

3.8 PROTECTION

- A. The Contractor shall protect the curbing and keep it in alignment and "first class" condition until the completion of the Contract. Any sidewalk or curbing, which is damaged prior to final acceptance of the Work, shall be removed and replaced at the Contractor's expense.

GENERAL TERMS AND CONDITIONS

- A. **Acceptance of Bids/Proposals:** Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 60 calendar days following the date established for receiving bids/proposals. At the end of the 60 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.
- B. **Anti-Discrimination:** By submitting their bids/proposals, bidders/proposers certify to City of Covington 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.
- C. **Antitrust:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Covington all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by City of Covington under said contract.
- D. **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 any litigation with respect thereto shall be brought in the courts of City of Covington, Virginia. The Contractor shall comply with federal, state, local laws, and regulations.
- E. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of City of Covington.
- F. **Availability of Funds:** It is understood and agreed between the parties herein that City of Covington shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **Bid/Proposal Pricing:** The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The City will not accept or pay for

additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.

- H. **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. City of Covington 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 City of Covington 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 City of Covington's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present City of Covington with all vouchers and records of expenses incurred and savings realized. City of Covington shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to City of Covington within thirty (30) days from the date of receipt of the written order from City of Covington. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by City of Covington or with the performance of the contract generally.
- I. **Claims:** Contractual claims, whether for money or other relief, shall be submitted in writing to the 333 W. Locust Street, Covington, Virginia 24426, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the City Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the City to render a decision within thirty (30) days shall not result in the contractor being award the relief claimed or in any other relief or penalty. The sole remedy for the City's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the City Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
- J. **Clarification of Terms:** If any prospective bidder/proposer has questions about the specifications or other solicitation documents, the prospective bidder/proposer should contact the buyer whose name appears on the face of the solicitation no later than three (3) working days before the due date. The

- bidder/proposer may be asked to submit such questions in writing. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- K. **Debarment Status:** By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- L. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, City of Covington, 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 City of Covington may have. In addition, City of Covington reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.
- M. **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.
- N. **Ethics in Public Contracting:** By submitting their bids/proposals, bidders/proposers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/proposer, supplier, manufacturer or subcontractor in connection with their bid/proposal, 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.
- O. **Facsimile and Email Proposals:** Facsimile or email unsealed proposals received in City of Covington Purchasing Office prior to the time and date designated for proposal submission will be accepted. It is the bidder's/proposer's responsibility to ensure these bids/proposals are received by City of Covington Purchasing Office. Facsimile or email bids/proposals will not be accepted for sealed bids or proposals.
- P. **Immigration Reform and Control Act of 1986:** By submitting their bids/proposals, bidders/proposers 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.
- Q. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless City of Covington its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any kind or nature of services furnished by the contractor or contractor's use of any materials, goods, or equipment of any kind or nature, provided that such liability is not attributable to the sole negligence of City of Covington.
- R. **Late Proposals:** To be considered for selection, bids/proposals must be received by City of Covington 333 W. Locust Street, Covington, Virginia 24426, by the designated date and hour. Bids/Proposals received in the City of Covington Purchasing Office after the date and hour designated are automatically disqualified and will not be considered. City of Covington is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or other means of delivery. It is the sole responsibility of the bidder/proposer to ensure that its bid/proposal reaches the City of Covington Purchasing Office by the designated time and hour.
- S. **Mandatory use of City Form and Terms and Conditions:** Failure to submit a bid/proposal on the official City of Covington form provided for that purpose shall be a cause for rejection of the

bid/proposal. Modification of or additions to any portion of the Invitation for Bid/Request for Proposal may be cause for rejection of the bid/proposal; however, City of Covington reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, City of Covington may, in its sole discretion, request that the bidder/proposer withdraw or modify nonresponsive portions of a bid/proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

T. **Negotiation with the Lowest Bidder:** Unless all bids are cancelled or rejected, City of Covington reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bid. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

U. **Nondiscrimination of Contractors:** A bidder, proposer, 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. 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.

V. **Payment:**

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 City of Covington or 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 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 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 City of Covington 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).

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 City of Covington for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify City of Covington 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 City of Covington, 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 City of Covington.

- W. **Precedence of Terms:** The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- X. **Public Notice of Award:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, City of Covington will publicly post such notice on the City of Covington website (www.covington.va.us) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.
- Y. **Qualification of Bidders/Proposers:** City of Covington may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/proposer to perform the services/furnish the goods and the bidder/proposer shall furnish to City of Covington all such information and data for this purpose as may be requested. City of Covington reserves the right to inspect bidder's/proposer's physical facilities prior to award to satisfy questions regarding the bidder/proposer's capabilities. City of Covington further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder/proposer fails to satisfy City of Covington that such bidder/proposer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- Z. **Supremacy Clause:** Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in City of Covington's IFB/RFP prevail over contrary terms and conditions contained in the bidder's/proposer's response.
- AA. **Taxes:** Sales to City of Covington are normally exempt from State sales tax. 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.
- BB. **Transportation and Packaging:** By submitting their bids/proposals, all bidders/proposers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All

shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

CC. **Testing and Inspection:** City of Covington reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

DD. **Use of Brand Names:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

EE. **Termination:**

1. The City may terminate this contract with or without cause by giving contractor a thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, contractor shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due contractor except for compensation of work timely and satisfactorily completed.
2. In addition to the City's right of termination, either party may terminate this contract in the event the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this contract, provided that unless otherwise provided in this contract, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of a written notice of default. The notice of default shall state the party's intent to terminate the contract if the default is not cured within a specified time period.
3. **Appropriation Approval.** Contractor acknowledges that the City's performance and obligation to pay under this contract is contingent upon annual appropriation by City Council. Contractor agrees that in the event that such appropriation is not forthcoming, the City may terminate this contract and no charges, penalties, or other costs shall be assessed.

SPECIAL TERMS AND CONDITONS

1. **Award:** City of Covington will make the award on a Unit Price basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The City 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.
2. **Extra Charges Not Allowed:** The bid price shall be for complete delivery of equipment, ready for use by City of Covington, and shall include all applicable freight and installation charges; extra charges will not be allowed.
3. **Insurance:** Contractor certifies that it and its subcontractors, if any, will have the insurance coverage set forth below at the time the contract is awarded and that such insurance will be maintained 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. The "City of Covington, its officers, agents, and employees," shall be named as

additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by the City's insurers.

Each required insurance policy shall provide at least 30 days' written notice of cancellation to City of Covington.

If the liability insurance is issued on a "claims made" basis, the contractor must either:

- a. Agree to provide certificates of insurance evidencing the General Liability coverage for a period of two (2) years after final payment for the Contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance and a copy of the endorsement.

MINIMUM INSURANCE REQUIRED:

- a. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
 - b. Employer's Liability:
 - i. Each Accident: \$100,000
 - ii. Disease, Each Employee: \$100,000
 - iii. Disease, Policy Limit: \$500,000
 - c. Commercial General Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - iii. Commercial General Liability shall include bodily injury and property damage, personal injury, advertising injury, products and completed operations coverage. General Aggregate limit shall apply separately to the project. Contractor's insurance coverage shall be primary and non-contributory.
 - d. Automobile Liability: Combined Single Limit of \$1,000,000
 - e. Professional Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - f. Umbrella Liability: \$2,000,000 per occurrence.
4. **Maintenance Manuals:** The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties when applicable.
 5. **Warranty (Commercial):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to City of Covington by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.