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July 19, 2012

BID INVITATION

BID #87122

Sealed Bids (**Bid #87122**) for **Water and Sewer Maintenance and Construction Services for the County of Stafford** will be accepted until **2:00 P.M., Tuesday, August 7, 2012** at which time they will be opened and read aloud in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Bid instructions and specifications. Should any questions arise concerning this bid invitation, contact the Purchasing Office at (540) 658-8614.

Stafford County reserves the right to accept or reject, in whole or in part, any and all Bids and to waive informalities.

Anita Perrow
Purchasing Manager



GENERAL INSTRUCTIONS

1. Mail or deliver Bids to the Stafford County Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, PO Box 339, Stafford, Virginia 22555-0339.
2. Bids must be received before the Bid opening time stated in the Bid Invitation.
3. All Bids must be received in sealed envelopes with the statement, **“Bid Enclosed”** and the Bid number typed or written in the lower left-hand corner.
4. Submit **one (1) original, clearly marked, and three (3) copies** of the Bid showing the unit price for each service.
5. Bid prices must be net, based on unit prices for each item.
6. Stafford County reserves the right to accept or reject, in whole or in part, any and all Bids received and to waive informalities.
7. Bids will be opened promptly and read aloud at **2:00 P.M., Tuesday, August 7, 2012**, in the Purchasing Office, and no late Bids will be accepted. **It is the Vendor’s sole responsibility to ensure delivery to the proper receiving location.**
8. Bids shall be binding for sixty (60) calendar days following the Bid opening date.
9. The successful Bidder or Bidders will be notified immediately upon acceptance of his/their Bid.
10. Exceptions to the specifications or general instructions must be in writing and submitted with the Bid form.
11. Any questions relative to the technical aspects of the Bid Invitation shall be directed to Mr. James Henderson, Department of Utilities at (540) 658-4821.
12. No interpretation of the meaning of Contract documents will be made to any Bidder orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least seven (7) days prior to the date fixed for the receiving of Bids. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective Bidder requesting such interpretations or will posted on the Stafford County Purchasing Website (<http://staffordcountyva.gov/index.aspx?NID=154>) in the form of written Addenda not later than three (3) days prior to the date fixed for the receiving of Bids. All Addenda so issued shall become part of the Contract documents.
13. Comments concerning specification or other provisions of this Contract are welcome and can be received and considered prior to the time set for receipt of Bids.

14. Questions relative to the bidding procedures shall be directed to Purchasing Office, at (540) 658-8614.
15. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality of the specific brand, make, manufacturer or specification named; it is to set forth to convey to prospective Bidders the general style, type, character and quality of article desired. Wherever used in specifications or Contract documents, a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized as the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.
16. All Contractors will maintain insurance to protect Stafford County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this Contract, whether such operation be by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law. The insurance requirements are as follows:

The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guests, third parties or otherwise, incident to or resulting from any and all operations performed by Contractor under the terms of this Contract.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability in the amount of the limit required by Umbrella Excess Liability coverage, as specified below and including the following extensions:

Bodily injury	\$2,000,000 per occurrence
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Property Damage	\$2,000,000 per occurrence
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The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages, demands and cost, including attorney fees of every kind in nature attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this Contract.

The insurance policy shall include a provision that such policies shall not be canceled or materially changed without at least ten (10) day written notice being given the Owner.

4. Business Automobile Liability Insurance in the amount required by the Umbrella Excess Liability coverage, as specified below, and which will pay for liabilities arising out of accidents involving the ownership, operation, maintenance, or use of any motor vehicle, including the loading and unloading thereof.
5. Umbrella Excess Liability in the amount of \$5,000,000.
Prior to commencement of operations under the Contract, the Contractor shall furnish the County proof of insurance by the Accord Format for Certificates, or equal, signed by the authorized representative(s) of the insurer(s) and made out to the County. Certificate(s) shall include the insurer(s), policy number(s), policy expiration date(s), and limits of liabilities in effect. All policies and certificates shall provide for thirty (30) days written notice to the County prior to cancellation thereof.
6. Additional Insured: The Stafford County Board of Supervisors, County Administrator, its officers, agents, employees, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.
17. Faith-Based Clause: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section §2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.
18. References

The Owner reserves the right to check any and all references and shall consider any information received in the evaluation of the Bids.

The Contractor shall attach a list of references to this Bid that shall include the name, address, and telephone number of a contact person for all other companies and/or municipalities that the Contractor is currently performing, or has recently performed, similar services for.

Failure to comply may result in the Bid being deemed non-responsive and subject to disqualification.

19. Provision of Bid Withdrawal

- A. The Bidder of this project may, under certain circumstances, withdraw his Bid from consideration in accordance with Section 2.2-4330, Code of Virginia.
- B. Pursuant to Code Section 2.2-4330, Code of Virginia (2003), as amended, the Owner has elected to use the procedure for Bid withdrawal numbered one (1), which reads as follows:

“The Bidder must give notice in writing of his claim of right to withdraw his Bid within two (2) business days after the conclusion of the Bid opening procedure.”

- C. The above-referenced Code Section contains provisions that allow prosecution of any bidder who fraudulently withdraws or attempts to withdraw a Bid under this Code Section.

20. Opening of Bids

- A. Bids will be opened at the time and place designated in the advertisement for Bids. The person whose duty it is to open the Bids will decide when the specified time has arrived and no Bids shall be accepted thereafter.
- B. At the time for opening of Bids, their contents will be made public for the information of Vendors and others properly interested who may be present, either in person or by representatives.
- C. The Owner reserves the right to reject any Bid or all Bids and to waive informalities and to accept such Bids as are best suited to the interests of the Owner. The Owner reserves the right to award all or any part of this Bid to any one Vendor. In making an award, the Owner will take into consideration the facilities and technical experience of the Vendor.

21. Use of Contract by Other Government Entities

- A. If authorized by the Bidder, any contract resulting from this IFB will be extended to jurisdictions within the Washington Metropolitan area. The Bidder shall indicate on the Rider Clause, whether they will extend any resultant Contract to the entity listed. Various entities may be selected over others, without prejudice towards the Bidder.
- B. A negative response to this clause will not adversely affect consideration of any Bid except in the case where all other factors are equal.
- C. The successful Contractor will deal directly with each entity with regard to order placement, issuance of Purchase Orders, invoicing, and payment. The entities mentioned are not bound to participate in any resultant Contract.

22. Right to Negotiate

The Owner reserves the right to waive informalities, and to reject any and all Bids. If the Bid from the lowest responsible Bidder exceeds available funds, the Owner reserves the right to negotiate with the apparent low Bidder to obtain a Contract price within available funds.

23. Safety

All Contractors and Subcontractors performing services for the County are required and

shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

24. Notice of Required Disability Legislation Compliance

Stafford County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

25. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by Stafford County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

26. Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

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 or 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, shall 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 to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

27. Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

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 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 ten thousand dollars (\$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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

28. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in it Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that

fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

29. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

30. Exemption from Taxes

Stafford County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished on request.

31. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the Director of the Department of Utilities.

32. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of the County Administrator.

33. Debarment

By submitting a Bid, the Bidder is certifying that he is not currently debarred by the County. The County's debarment procedure is in accordance with Section 2.2-4321 of the Code of Virginia.

34. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this Contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the Contract made, or could affect payment pursuant to the terms of the Contract.

35. Immigration Reform and Control Act of 1986

By accepting a Contract award, Bidder certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

36. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in their Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator (https://cisiweb.scc.virginia.gov/z_container.aspx).

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**WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR
THE COUNTY OF STAFFORD**

SPECIAL CONTRACT TERMS AND CONDITIONS

BID #87122

1. Subcontractors

Bidders shall include a list of all Subcontractors in their Bid. Bids shall also include a statement of each Subcontractor's qualifications. The County reserves the right to reject the successful firm's selection of Subcontractors.

2. Indemnity

The Contractor shall indemnify and hold harmless the County against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses, or expenses (1) are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not they are caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law.

3. Contract Period

It is the intention of the County to award this Contract for a period of one (1) year. The County shall be permitted, but not obligated, to renew this Contract for up to four (4) additional years in increments of at least one (1) year each, with the appropriate CPI adjustments made in accordance with the provisions of Section 4 below. At the end of the first one (1) year term, this Contract shall be deemed extended automatically for another year, unless either party elects not to extend and notifies the other in writing at least three (3) months in advance of the expiration of the initial term, or each annual extension thereafter, that the Contract will not be extended.

It should be noted that multiyear Contract may be continued each fiscal year only after funding appropriations have been granted by the Stafford County Board of Supervisors. In the event that the Stafford County Board of Supervisors does not grant the necessary funding appropriation, the affected multiyear Contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

4. Method of Determining Price

If the County exercises available Contract renewal option(s) upon the expiration of its term, should there be any price increase, such increase may be accepted, but the increase shall be no more than the posted percentage of increase as shown in the applicable category of the Consumer's Price Index published by the U.S. Department of Labor.

5. **Termination**

Subject to the provisions below, the Contract may be terminated by the County upon advance written notice to the other party; but if any work or service hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval by the County until said work or services are completed and accepted.

- A. Termination for Convenience - In the event that this Contract is terminated or canceled upon request and for the convenience of the County with three (3) months advance written notice required, then the County shall negotiate reasonable termination costs, if applicable.
- B. Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The three (3) months advance written notice requirement is waived in the event of Termination for Cause.

WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR THE COUNTY OF STAFFORD

SPECIFICATIONS

BID #87122

Part 1 - PURPOSE

The Stafford County Department of Utilities is soliciting Bids for the provision of labor and equipment to perform various water and sewer maintenance and construction projects. Unit price quotations are requested for work that is scheduled at least a week in advance and for work needed on an emergency basis. It is the intent of the County to award a Contract to the lowest responsible and responsive Bidder who will be designated **Primary Responder** and shall be contacted first whenever outside Contractor services are required. One (1) or more backup Contracts may also be awarded to other responsible and responsive Bidders who shall be designated **Secondary Responders** and shall be contacted whenever the Primary Responder is unable to respond due to workload or when several County projects need to be completed within the same time frame.

Part 2 - SCOPE OF SERVICES

1. The Contractor shall provide the necessary labor and equipment to perform each project in accordance with applicable County, State, and Federal requirements.
2. The Contractor shall provide workers who are competent to perform the work and shall pay such wages, workers' compensation, and taxes as required by law.
3. The Contractor shall indemnify the County against all losses or damages to equipment incurred while performing work for the County.
4. The cost of any repairs needed by equipment shall be the sole responsibility of the contractor.
5. Liability for injury, disability and/or death of workmen and other persons caused by the actions of the Contractor and/or his workers shall be assumed by the Contractor, and he shall indemnify the County against any and all such liability.
6. The Contractor shall agree to hold harmless the County and its representatives from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding his employees; or from any claims or amounts arising or recovered under any law, bylaw, ordinance, regulation or decree.
7. Should the Contractor fail to provide the necessary labor or equipment needed or fail to perform the work according to accepted methods; the County shall have the right to terminate the Contract.

8. No equipment shall be sublet by the Contractor nor shall he assign or transfer any interest in this Bid or any subsequent contract without the written consent of the County.
9. Safety to workers and the public shall always be a top priority. All work shall conform to all OSHA and VDOT requirements. **Bidders are advised that asbestos cement water and sewer pipe is present in portions of the water distribution and wastewater collection systems and special precautions are necessary when dealing with this pipe.**

The contractor shall also comply with all requirements of the Code of Virginia, Title 56, Chapter 10.3, Sections 56-265.14 through 56-265.32 (the Underground Utility Damage Prevention Act) and shall be solely responsible for any damages to underground utilities as provided in the Act.

10. Materials needed may be provided by the Department of Utilities. Any materials furnished by the contractor shall be invoiced at the contractor's cost plus ten percent (10%). Copies of original purchase receipts with prices indicated shall be included as backup with all invoices submitted to the County.
11. Parking or storage of equipment on County property is not permitted without prior approval.
12. Bidders are asked to provide hourly rates for the items listed on the Bid Quotation Sheet. The equipment operator's salary shall be included in the rate quoted for each piece of equipment. Price quotations for cased bores shall include the necessary steel casing, blocking and all other materials needed to meet Virginia Department of Transportation specifications.
13. Bidders must have a Class A Virginia Contractor's license and include a copy of their license with their Bid.
14. Warranties and Guarantees

The Contractor warrants and guarantees all materials and equipment furnished and work performed for a period of one (1) year from the date of written acceptance by Owner. The Contractor warrants and guarantees for a period of one (1) year from the date of written acceptance by the Owner that the workmanship and products are free from all defects, and the Contractor shall promptly make such corrections as may be necessary by reason of any defects, including without limitation, the repairs of any damage to other parts of the Project resulting from such defects. If the Contractor fails to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the actual cost thereby incurred. This warranty and guaranty is in addition to, and supplements any warranties provided elsewhere in the Contract Documents and provides the Owner with rights in addition to, but not in lieu of, the Owner's other rights for failures to provide the Project in accordance with the Contract Documents.

WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR THE COUNTY OF STAFFORD

BID #87122

BID QUOTATION SHEET

	Regular Hourly Rate	Minimum Hours	Emergency Hourly Rate	Minimum Hours
1. Equipment set up and removal	\$_____	_____	\$_____	_____
2. Backhoe - Rubber Tire with operator (equiv. to Case 580M)	\$_____	_____	\$_____	_____
3. Excavator - Crawler with operator (equiv. to Case 1088)	\$_____	_____	\$_____	_____
4. Excavator - Crawler with operator (equiv. to Kubota 28L)	\$_____	_____	\$_____	_____
5. Excavator with Tree Cutter with operator	\$_____	_____	\$_____	_____
6. Loader - Rubber Tire with operator (equiv. to Case 621)	\$_____	_____	\$_____	_____
7. Loader - Crawler with operator (equiv. to Case 955)	\$_____	_____	\$_____	_____
8. Dozer - Crawler with operator (equiv. to Case 650)	\$_____	_____	\$_____	_____
9. Dozer - Crawler with operator (equiv. to Case 850)	\$_____	_____	\$_____	_____
10. Motor Grader with operator	\$_____	_____	\$_____	_____
11. 18 Wheeler Lowboy with operator	\$_____	_____	\$_____	_____
12. Dump Truck (1 Ton) with operator	\$_____	_____	\$_____	_____

**WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR
THE COUNTY OF STAFFORD**

BID #87122

BID QUOTATION SHEET

	Regular Hourly Rate	Minimum Hours	Emergency Hourly Rate	Minimum Hours
13. Dump Truck (Tandem Axle) with operator	\$_____	_____	\$_____	_____
14. Bucket / Boom Truck with operator	\$_____	_____	\$_____	_____
15. Traffic Arrow Board	\$_____	_____	\$_____	_____
16. Traffic Crash Cushion	\$_____	_____	\$_____	_____
17. Air Compressor with Tools (100 cfm)	\$_____	_____	\$_____	_____
18. Air Compressor with Tools (190 cfm)	\$_____	_____	\$_____	_____
19. Tractor (4X4) w/Attachments with operator (equiv. to John Deere 2040)	\$_____	_____	\$_____	_____
20. Tractor (4X4) w/Attachments with operator (equiv. to Kubota 355)	\$_____	_____	\$_____	_____
21. Trencher (1 foot wide trench) with operator	\$_____	_____	\$_____	_____
22. Light Plant	\$_____	_____	\$_____	_____
23. Night Working Lights	\$_____	_____	\$_____	_____
24. Vibratory Roller with operator (equiv. to Case 602B)	\$_____	_____	\$_____	_____
25. Chain / Chopper Saw	\$_____	_____	\$_____	_____

**WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR
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BID QUOTATION SHEET

	Regular Hourly Rate	Minimum Hours	Emergency Hourly Rate	Minimum Hours
26. Shoring / Trench Boxes	\$_____	_____	\$_____	_____
27. Asphalt/Concrete Saw	\$_____	_____	\$_____	_____
28. Core Drill:				
up to 6-inch, w/boot	\$_____	_____	\$_____	_____
8-inch, w/boot	\$_____	_____	\$_____	_____
10-inch, w/boot	\$_____	_____	\$_____	_____
12-inch, w/boot	\$_____	_____	\$_____	_____
29. Trench Compactor, self-propelled	\$_____	_____	\$_____	_____
30. Trash Pump - 3" with 100 feet of hose	\$_____	_____	\$_____	_____
31. Trash Pump - 2" with 100 feet of hose	\$_____	_____	\$_____	_____
32. Water Pump - 2" with 100 feet of hose	\$_____	_____	\$_____	_____
33. Tamper - Jumping Jack	\$_____	_____	\$_____	_____
34. Tamper - Plate	\$_____	_____	\$_____	_____
35. Asphalt Roller with operator (equiv. to Case 50)	\$_____	_____	\$_____	_____

Page 3 of Bid Quotation Sheet

Vendor Name: _____

**WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR
THE COUNTY OF STAFFORD**

BID #87122

BID QUOTATION SHEET

	Regular Hourly Rate	Minimum Hours	Emergency Hourly Rate	Minimum Hours
36. Jersey Barrier (per foot)	\$_____	_____	\$_____	_____
37. Wood Chipper	\$_____	_____	\$_____	_____
38. Wood Crane Mat (4' x 18')	\$_____	_____	\$_____	_____
39. Steel Street Plate	\$_____	_____	\$_____	_____
40. Utility / Service Truck	\$_____	_____	\$_____	_____
41. Brick Layer	\$_____	_____	\$_____	_____
42. Plumber	\$_____	_____	\$_____	_____
43. Plumber's Helper	\$_____	_____	\$_____	_____
44. Foreman / Supervisor	\$_____	_____	\$_____	_____
45. Equipment Operator Rate	\$_____	_____	\$_____	_____
46. Skilled Labor Rate	\$_____	_____	\$_____	_____
47. Unskilled Labor Rate	\$_____	_____	\$_____	_____
48. Carpenter Labor Rate	\$_____	_____	\$_____	_____
49. Concrete Labor Rate	\$_____	_____	\$_____	_____
50. Concrete Bucket, 1 Yard	\$_____	_____	\$_____	_____
51. Concrete Vibrator	\$_____	_____	\$_____	_____
52. Cutting Torch (plus gas)	\$_____	_____	\$_____	_____
53. Welding Machine (plus rods)	\$_____	_____	\$_____	_____

**WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR
THE COUNTY OF STAFFORD**

BID #87122

BID QUOTATION SHEET

	Regular Hourly Rate	Minimum Hours	Emergency Hourly Rate	Minimum Hours
54. Sand Blaster, 300# (plus sand)	\$_____	_____	\$_____	_____
55. Sand Blaster, 100# (plus sand)	\$_____	_____	\$_____	_____
56. Respirator	\$_____	_____	\$_____	_____
57. Air Wrench (tugger)	\$_____	_____	\$_____	_____
58. 50,000 # Excavator with up to 2 yard bucket	\$_____	_____	\$_____	_____
59. 50,000 # Excavator with tree cutter	\$_____	_____	\$_____	_____
60. All Trax Truck for swamp work with operator (8 cu. yards)	\$_____	_____	\$_____	_____
61. Steel Sheet Driver	\$_____	_____	\$_____	_____
62. PZ27 Steel Sheets (per ton per month)	\$_____	_____	\$_____	_____
63. 80,000 # Excavator with operator	\$_____	_____	\$_____	_____

**WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR
THE COUNTY OF STAFFORD**

BID #87122

BID QUOTATION SHEET

64. Wall Cutting - Concrete Walls:

8-inch wall \$_____ per foot

10-inch wall \$_____ per foot

12-inch wall \$_____ per foot

65. Bore, PVC Cased:

2-inch \$_____ per lf

3-inch \$_____ per lf

4-inch \$_____ per lf

66. Bore, Steel-Cased: (includes bore pit unless over 5 feet deep or rocky or adverse conditions; these conditions are covered on hourly rate basis with prior County approval)

6-inch \$_____ per lf

8-inch \$_____ per lf

10-inch \$_____ per lf

12-inch \$_____ per lf

16-inch \$_____ per lf

20-inch \$_____ per lf

24-inch \$_____ per lf

30-inch \$_____ per lf

**WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR
THE COUNTY OF STAFFORD**

BID #87122

BID QUOTATION SHEET

67. Wet Taps:

2-inch \$_____

3-inch \$_____

4-inch \$_____

6-inch \$_____

8-inch \$_____

10-inch \$_____

12-inch \$_____

68. Installation price for replacing existing asbestos cement sewer line or force main with same size or larger HDPE pipe (owner-furnished and fused). Acceptable processes include drilling or bursting. Price includes set-up; threading of tubing, cables, etc.; backreaming, insertion of replacement pipe and demobilization:

6-inch \$_____ per foot

8-inch \$_____ per foot

10-inch \$_____ per foot

12-inch \$_____ per foot

16-inch \$_____ per foot

18-inch \$_____ per foot

24-inch \$_____ per foot

69. Removal and disposal of asbestos cement pipe as needed: \$_____ per linear foot

**RATES TO APPLY TO ACTUAL TIME IN USE ON EACH JOB OR TO MINIMUM
HOURS SPECIFIED, WHICHEVER IS MORE**

Please attach a separate listing of any other equipment or labor rates your company offers, with pricing.

**WATER AND SEWER MAINTENANCE AND CONSTRUCTION SERVICES FOR
THE COUNTY OF STAFFORD**

SPECIFICATIONS

BID #87122

RESPONSE SHEET

Name of Firm Submitting Bid: _____

Address: _____

Phone Number: _____ Fax Number: _____

Emergency Number (nights, weekends and holidays): _____

Company Representative's Signature: _____

Title: _____

Virginia Contractor's License Number: _____

REFERENCE LIST

Each Bidder is required to state similar work experience in the space provided below. Give references and other detailed information that will help the County to judge the Bidder's responsibility, experience, skill and financial standing. Bids from inexperienced contractors will not be considered.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SMALL AND MINORITY BUSINESS ENTERPRISES

The Stafford County Procurement Code and relevant Federal and State Laws, Orders and Regulations, require the County of Stafford to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises.

Definitions:

1. Small Business:

For the purposes of this document a Small Business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred and fifty (250) employees.; or
- (b) gross annual income does not exceed ten (10) million dollars; or
- (c) is independently owned and operated (not subsidiary of another firm).

2. Minority Business:

A business entity which is operated and controlled by a minority.

- (a) The terms "operated and controlled" shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earning of fifty one percent (51%) or more of such an enterprise.
- (b) A minority person shall mean Black, Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Native; and women, regardless of races or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____ No _____

Small Business Firm: Yes _____ No _____

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

CONTACT FOR ADMINISTRATION:

NAME: _____

ADDRESS (OFFICE): _____

TELEPHONE (OFFICE): _____

STAFFORD COUNTY
STANDARD CONTRACT FOR SERVICES

This Contract is entered into this ____ day of _____, 20____, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. Definitions.

(a) As used in this Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean _____. (If this line is blank, the County shall mean the Board of Supervisors).

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

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. Provision of Services.

(a) The contractor hereby agrees to provide the following services to the County:

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

4. **Time and Essence.**

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

5. **County Obligations.**

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

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

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, 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 Purchasing Officer of Stafford County; 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 Officer.

(e) The Purchasing Officer, with the approval of the County'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 Officer 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 Officer 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 Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, 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 County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. 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.

8. Examination of Records.

(a) The Contractor agrees that the County, 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 County 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 directly 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.

9. 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 County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County 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.

[] 10. **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:

11. **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 County Administrator.

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

(a) Change Orders. The Purchasing Officer, with the concurrence of the County'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 designated to be 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 they have received a certification from the County 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 Officer 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 County 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.

☐ 13. **Warranties.**

☐ 14. **Additional Bond Security.**

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

15. **Disputes.**

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Officer, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Officer with a written appeal addressed to the County Administrator. The decision by the County Administrator shall be final and binding unless within ten (10) days from the date of receipt of the decision of the County Administrator, an appeal is made to the Board of Supervisors in accordance with Section 15.2-1245, et seq., of the Code of Virginia, (1950), as amended. The decision of the Board of Supervisors shall be final and binding unless set aside by a court of competent

jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not to be supported by any evidence. Pending the final determination of a properly appealed decision of the Purchasing Officer the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

16. 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.

[] 17. Additional Terms and Conditions.

18. 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.

19. **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.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

County Representative

Title

Contractor or Duly Authorized
Representative (Print Name)

Title

Revised 8/27/07