



# CITY OF MANASSAS VIRGINIA

PURCHASING DIVISION  
8500 Public Works Drive  
Manassas, VA 20110  
Telephone: (703) 257-8368  
Facsimile: (703) 257-5813

[www.manassascity.org](http://www.manassascity.org)

## INVITATION TO BID

Issue Date: February 3, 2012

ITB No: 12B034

### FOR: UNDERGROUND ELECTRIC UTILITY AND COMMUNICATION CONSTRUCTION

<b>BONDS REQUIRED (yes/no)</b>	
5% Bid Bond:	No
100% Payment Bond:	No
100% Performance Bond:	No

<b>OPTIONAL PRE-BID CONFERENCE:</b>	
<b>DATE DUE:</b>	<b>FEBRUARY 14, 2012</b>
<b>TIME:</b>	<b>10:00 AM - LOCAL VERIZON TIME</b>
<b>LOCATION:</b>	<b>8500 PUBLIC WORKS DR MANASSAS, VA 20110 CONFERENCE ROOM "A"</b>
<b>BID DUE:</b>	
<b>DATE DUE:</b>	<b>MARCH 15, 2012</b>
<b>TIME PRIOR TO:</b>	<b>2:30 PM - LOCAL VERIZON TIME</b>

#### SUBMIT BID TO:

CITY OF MANASSAS, PURCHASING DIVISION  
8500 PUBLIC WORKS DRIVE, MANASSAS, VA 20110

#### LOCATION OF BID OPENING:

PUBLIC WORKS FACILITY BUILDING B  
PURCHASING DIVISION  
8500 PUBLIC WORKS DRIVE  
MANASSAS, VA 20110

Purchasing Agent:

James M. Falls, CPPB

Purchasing Manager

703-257-8368

[jfalls@ci.manassas.va.us](mailto:jfalls@ci.manassas.va.us)

**INVITATION TO BID  
TABLE OF CONTENTS**

<b>I.</b>	<b>PURPOSE AND INTENT</b>	<b>1</b>
A.	SCOPE OF CONTRACT .....	1
B.	PERIOD OF CONTRACT .....	1
C.	DEFINITIONS.....	1
D.	COMPETITION INTENDED .....	3
E.	TYPE OF CONTRACT .....	3
F.	ORDER OF PREFERENCE .....	3
<b>II.</b>	<b>SPECIFICATIONS OF BIDDING</b>	<b>4</b>
A.	PURPOSE: .....	4
B.	BACKGROUND: .....	4
C.	SCOPE OF WORK: .....	4
D.	GENERAL CONDITIONS:.....	6
E.	SPECIAL TERMS AND CONDITIONS: .....	10
F.	INSURANCE CHECKLIST .....	14
G.	COMMUNICATIONS ABOUT AND REVISION OF SPECIFICATIONS; RESPONSIBILITY OF BIDDER.....	15
H.	METHOD FOR MAKING SUBMISSION.....	16
I.	BIDDER CERTIFICATIONS .....	17
<b>III.</b>	<b>EVALUATION OF BID</b>	<b>18</b>
A.	NET PRICES AND DELIVERY TERMS; TAX EXEMPTION AND RESPONSIBILITY .....	18
B.	REQUIRED ELEMENTS OF BID PACKAGE .....	19
C.	BID FORM AND EVALUATION .....	21
<b>D.</b>	<b>REFERENCES.....</b>	<b>22</b>
<b>E.</b>	<b>DETERMINING IF BIDDER IS RESPONSIBLE .....</b>	<b>22</b>
F.	BID ACCEPTANCE PERIOD .....	23
G.	WITHDRAWAL OF BIDS.....	23
<b>IV.</b>	<b>METHOD OF AWARD OF CONTRACT</b>	<b>23</b>
A.	AWARD TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.....	23
B.	ANNOUNCEMENT OF AWARD.....	24
<b>V.</b>	<b>FORM OF CONTRACT AND RELATED DOCUMENTS</b>	<b>24</b>
A.	USE OF CITY STANDARD FORM CONTRACT .....	24
B.	DIFFERING TERMS IN BIDDER-SUPPLIED FORMS OR LETTERS .....	24
C.	METHOD OF ORDERING .....	24
D.	COOPERATIVE PROCUREMENT .....	24
E.	SUBCONTRACTORS .....	25
<b>VI.</b>	<b>MISCELLANEOUS</b>	<b>25</b>
A.	AUTHORITY OF AGENTS.....	25
B.	EXAMINATION OF DOCUMENTS .....	25
C.	NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES .....	26
D.	AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA .....	27

**VII. BID SUBMISSION FORM**  
**RIDER CLAUSE**

**28**  
**34**

**I. PURPOSE AND INTENT**

**A. SCOPE OF CONTRACT**

The City of Manassas is soliciting Bids for Underground Electric and Communication Utility Construction.

**B. PERIOD OF CONTRACT**

The period of the Contract shall commence on May 1, 2012 and shall be for one (1) year.

This contract may be renewed by the City for a period of nine (9) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of extension. Written notice of the City's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the City elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year, shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any one-year renewal the City elects to exercise the option to renew the contract for a subsequent one-year period, the contract price(s) for the subsequent additional one-year period shall not exceed the contract price(s) of the prior one-year renewal period increased/decreased by more than the percentage increase/decrease of the service category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**C. DEFINITIONS**

Capitalized terms that are defined in the Virginia Public Procurement Act (VPPA) or City Policy have the same meanings in this Bid as are given in that law or policy. Capitalized terms not defined in the VPPA or City Policy but used in this Bid have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. **Acceptable Surety:** For any bond required under this ITB, an acceptable surety may be any of the following:
  - a. Corporate surety bond in form acceptable to the City Attorney; or
  - b. Irrevocable letter of credit in form acceptable to the City Attorney; or
  - c. Certified check or cash escrow.
2. **Bidder:** Any individual, company, firm, corporation, partnership or other entity bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the City.

3. **City or Owner:** The City of Manassas, Virginia or its actually authorized agents. Unless the context clearly requires otherwise, such as for an affirmative vote of the elected body, the Mayor, City Manager, Purchasing Manager, or other designee of City Council may always act on behalf of the City. Under Virginia law, no employee or agent may bind the City unless he or she has actual authority to do so; the doctrine of apparent authority has no application to municipalities.
4. **City Policy:** The applicable provision contained in the City of Manassas Purchasing Policies, as amended.
5. **Contractor:** The individual, company, firm, corporation, partnership or other entity to whom an award is made by the City.
6. **Due Date:** The date stated on the cover page of this Invitation to Bid for receipt and opening of the Bids.
7. **Estimated Bid Quantities/Unit Price Contract:** In this type of contract, the City estimates its needs in advance and the Bidder bids prices for each of these items. The City does not guarantee buying its estimated quantities or any given quantity from the selected bidder, and may purchase the items covered by the award through other Procurement transactions. For each shipment of Goods, the City will issue a purchase order, or place the purchase on a credit card.
8. **Firm Fixed Price:** In this type of contract, the Bidder submits a flat price for the entire Procurement. This does not preclude additions or deletions on a unit price basis where provided for in the Invitation to Bid.
9. **Hourly Rate:** In this type of contract, the Bidder submits a stated hourly rate for the work to be performed. The bid may include reimbursement for incidental expenses, such as materials and travel, only if expressly provided for in the specifications of the Invitation to Bid.
10. **Informality:** A minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity or delivery schedule for the Good, Services, Insurance or Construction being procured.
11. **Insurance:** has the meaning given in Virginia Code § 38.2-100.
12. **Invitation to Bid (ITB):** A request which is made to prospective suppliers (bidders) for their quotation on Goods, Services, Construction or Insurance desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
13. **Nominal Value:** Having a fair market value or potential fair market value of no more than five dollars (\$5.00). Something has potential value if it may produce value in the future. Examples of items with potential value include lottery tickets, stock in privately held companies, and business opportunities.
14. **Non-Professional Services:** All Services other than Professional Services, as identified in the VPPA.

15. **On Call:** Services that a Contractor makes available at an Hourly Rate when needed by the City. No particular amount of work is guaranteed. If the Specifications do not give minimum response times or similar measures of performance, then it is implied that recognized industry standards or the Bidder's published standards apply, whichever is more beneficial to the City.
16. **Procurement:** The receipt of Goods, Services, Insurance or Construction by a public body from a nongovernmental source with payment from the public body or a third party.
17. **Purchasing Agent:** The City Purchasing Division employee listed on the cover sheet of this ITB.
18. **Purchasing Manager:** The head of the City Purchasing Division.
19. **VPPA:** The Virginia Public Procurement Act, Virginia Code §§ 2.2-4300 et seq.

#### **D. COMPETITION INTENDED**

It is the City's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Manager in writing if any language, requirements, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the ITB to a single source. Such notification must be received by the Purchasing Manager or appointed designee not later than seven (7) days prior to the Bid due date.

#### **E. TYPE OF CONTRACT**

The City of Manassas expects to award a firm fixed unit price Contract in the form of the City Standard Contract.

#### **F. ORDER OF PREFERENCE**

Procurement by the City is governed by the City of Manassas Purchasing Policies, as amended, and the Virginia Public Procurement Act, Sections 2.2-4300 et seq. of the Code of Virginia, as amended. If an inconsistency exists between the Specifications of this ITB, the General Provisions, Contract, or other included document, or the Purchasing Policies and State Procurement Law, the inconsistency shall be resolved by giving precedence to the following documents in the following order:

1. Virginia Public Procurement Act, as amended,
2. City of Manassas Purchasing Policies, as amended,
3. The Specifications of this Invitation to Bid (Section II), except to the extent modified through negotiation permitted by VPPA when the low bid exceeds the available funds,
4. The Contract,
5. The General Provisions of this Invitation to Bid (Sections I, III-VI)

**II. SPECIFICATIONS OF BIDDING**

**A. PURPOSE:**

1. The City of Manassas is soliciting sealed bids from qualified contractors for the installation of underground electrical utility equipment on an as needed basis.
2. The Contractor shall have a minimum of ten (10) years' experience in electrical high voltage work.

**B. BACKGROUND:**

1. The City of Manassas owns and operates its own electric utility within the City limits. The City currently serves approximately 15,000 metered customers. The Electric Division is responsible for the installation of new electrical and communications facilities as well as the maintenance of existing equipment.

**C. SCOPE OF WORK:**

1. The Contractor shall install/remove the units identified by issuance of a City work order in accordance with the "Construction Unit Descriptions" contains herein, as Attachment "A".
2. The Contractor shall provide a competent and experienced superintendent, together with necessary assistants which shall be kept on the job at all times by the Contractor. This Superintendent shall represent the Contractor and all directions given him shall be as binding as if given the Contractor direct; provided, however that important direction shall be confirmed in writing at the request of the Contractor. The expense of the Superintendent and their vehicle shall be bore by the Contractor. No additional separate charge allowed for this position.
3. The Contractor shall provide all labor required for the accomplishment of the work and shall be employed by the Contractor in his own name and shall be his employee. The several classes of labor required shall be entirely competent and skilled in their lines of work. The Contractor shall at all times keep good order among his employees and, at the request of the City, shall remove from the job any employee who is not competent or is detrimental to the orderly progress of the job or is interfering with the City's operations.
4. The Contractor shall furnish all necessary tools, trucks, cars and other equipment that may be necessary for the full and complete carrying out of the contract. All construction equipment shall be modern and substantial and of adequate sizes and capacities to handle safely and efficiently the work for which it is used.
5. The City shall have the right to require the Contractor to increase the number of his employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the City; but the failure of the City to give any such directions shall not relieve the Contractor of his obligations to complete the work within the time and in the manner specified.

6. The acceptance, as determined by the City, of any workmanship of the Contractor shall not preclude the subsequent rejection thereof if such workmanship shall be found to be defective after installation, and any such workmanship found defective before final acceptance of the work or within one (1) year after completion shall be remedied or replaced, as the case may be, by and at the expense of the Contractor. In the event of failure by the Contractor so to do, the City may remedy such defective workmanship and in such event the Contractor shall pay to the City the cost and expense thereof. The Contractor shall not be entitled to any payment hereunder so long as any defective workmanship, in respect of the work order, of which the Contractor shall have had notice, shall not have been remedied or replaced, as the case may be.
7. At or prior to the commencement of construction of each work order, the City shall make available to the Contractor all materials for such work order which the City has on hand, and from time to time as such additional deliveries of materials, if any, are received by the City, the City shall make such materials available to the Contractor. Provided, however, that the Contractor or his authorized representative will give to the City the bill of materials in such form as the City shall approve for all materials furnished by the City to the Contractor. The Contractor will return to the City or reuse in the construction of other assembly units all materials removed from the job. Upon completion of each work order the Contractor will return to the City all materials, including usable materials as well as scrap, furnished by the City in excess of those required for the construction of the work order as determined from the Final Inventory approved by the City. The Contractor will reimburse the City at the current invoice cost to the City for loss and for breakage through Contractor's negligence of materials furnished by the City to the Contractor.
8. The City shall reimburse the Contractor's expenses for handling properly authorized Contractor purchases of material with a mark-up not to exceed ten per cent (10%).
9. The Contractor shall be able to provide emergency response crews to the City within two (2) hours from placement of call to the Contractor.
10. The Contractor shall provide a point-of-contact that can be contacted twenty-four (24) hours per day seven days a week.
11. The Contractor shall provide weekly reporting of wire/cable installation on a per reel per job basis to the Purchasing Division.
12. The City reserves the right to discontinue all work on a particular job upon notification to the Contractor that such work shall be terminated and the corresponding job order shall be closed at that time. In the event that the Contractor has equipment at the job site at the time of discontinuance of work, the Contractor may include in the final billing for the work order any labor and material time necessary to shut down the work and return the equipment to its original location, however, such billing shall not exceed 2 hours for labor or vehicle charges. Additionally, contractor may include in the final billing any work specifically required to ensure the job site is left in a safe condition. However, City shall be notified of the estimated costs of such work. Termination of a job shall not relieve contractor of their responsibility for ensuring that the work area is left in a safe condition.



**D. GENERAL CONDITIONS:**

1. Contractor is expected to provide the manpower and equipment necessary to meet that portion of the total underground work assigned to Contractor on a unit pricing basis. There may be a seasonal variation in the work requirements expected of the Contractor related to the general building construction activity level of the area.
2. Contractors are to consider all aspects of the City of Manassas as the work area. Contractor will be expected to work in congested areas and in and across roadways, alleys, parking lots, driveways and sidewalks.
3. Contractors are expected to use, within the framework of acceptable business practices, all feasible ingenuity as independent Contractors. The effectiveness of the successful Contractor's methods will be determined by quality of workmanship and by periodic evaluation of costs. Unsatisfactory work, as determined by the City, will be rejected and billing associated with unnecessary work will be refused by the City.
4. If the work load in the area increases beyond the initially indicated requirements, it is expected that the Contractor will furnish additional manpower or other suitable approved arrangements to handle the increased work load within the reasonable scheduled time. If work load declines, Contractor is also expected to adjust his operations.
5. Contractor agrees to complete work on every work order as expeditiously as possible consistent with good workmanship, availability of materials and weather conditions.
6. In the event of any loss of or damage to the work or any equipment or material, by reason of casualty or otherwise, prior to acceptance of the work by City, Contractor shall be expected to replace such loss or repair such damage at Contractor's expense.
7. Contractor will be responsible for traffic control and meeting State and local traffic regulations including, signs, arrow boards, cones, and other general traffic control when necessary, which shall be included in the unit cost.
8. In order to perform joint use projects, successful Contractor must train forces to satisfy requirements of all involved utilities and establish independent contracts with other utilities when necessary. Joint use projects are subject to agreements made between utilities for equalization of assignments, separate material and job pick up, and itemization billing for each utility for work performed for that utility.
9. Maintenance of good public relations is very important to the City and in this regard the Contractor will exercise care at all times to hold property damage to a minimum. He will be prompt in his responsibility to repair and keep maintained any property damage resulting from his presence and will keep all areas free of debris.

10. Contractors will assume sole responsibility for damage to any utility line on or adjacent to the route of the proposed facilities. Also, all such utility lines are to be assumed in service. Any exploration to determine the location and depth of all existing underground facilities necessary to establish the required depth and location of proposed City facilities will be Contractor's responsibility and expense. Any construction notification to central area coordinating offices will be the responsibility of the Contractor (Miss Utility). Contractor is expected to comply with all State Miss Utility Laws and guidelines.
11. Should an accident or other unanticipated difficulty arise, the Contractor will be expected to promptly notify City's authorized representative.
12. Contractor shall include in applicable unit prices the cost of handling and transporting all materials, both City-supplied and those, which he furnishes, as a component of a completed unit.
13. Selection of satisfactory backfill by hand or machine from material on site or adjacent to open trench is at discretion of Contractor, subject to the disapproval of the City. Any settlement of backfill whether in trench or around equipment, or cable failures determined to be caused due to the use of inappropriate backfill material, shall be corrected by Contractor, at the sole expense of Contractor, and shall be the responsibility of the Contractor for one year after the date of job completion and for one year after repair completion. Debris such as rocks, pieces of wood, brush, and other similar materials, shall not be backfilled into trenches in manner to harm cable in any fashion. When weather conditions prevent the restoration of normal ground surface at the construction area to original condition, contractor shall return at earliest practical time to restore at Contractor's expense.
14. Contractor's unit cost bid shall cover the furnishing of supervision, labor, specified materials, if any, tools and equipment to accomplish desired results including, but not necessarily limited to, hauling materials to job site, satisfactory cleanup operations, and return of unused materials.
15. If through error, carelessness, or oversight on the part of either Contractor or the City, or both, the City fails to have a written receipt for materials known to be properly in the custody of Contractor, such failure shall not relieve Contractor of his responsibility for safeguarding materials. If such materials are damaged, lost, or stolen, contractor must replace same at his sole expense. If materials damaged while in Contractor's care have been installed, Contractor shall bear the cost of removing such damaged materials and reinstalling replacement or repaired materials.
16. Contractor shall have its name in public view on all vehicles and equipment used on the job site.
17. The Contractor shall provide an area supervisor for the area covered by this contract. He shall be equipped with a cellular phone by which he can be contacted by the City. The Contractor is expected to respond to the City in a timely manner.

18. The Contractor's area supervisor will be responsible for requesting locates of other utilities, submitting accurate as-built sketches of completed work, and scheduling work, with the City of Manassas retaining the right to require that certain projects receive immediate attention. The City shall have the right to reject as-built diagrams based on inaccuracy, or illegibility and the Contractor will be responsible for making necessary changes and re-issuing the as-built diagram to the City upon such modification. As-built diagrams should employ block lettering, proper use of electrical symbols, accurate measurements, technical specifications required, and an accurate representation of field installed equipment. Acceptance of the work by the City will only be made after an appropriate as-built diagram has been received. Reference Attachment B as an example of the type of as-built diagram the City desires. The City may deduct from the invoice engineering costs necessary to gather accurate field data not provided on the as-built.
19. The Contractor's area supervisor will be the contact person the City will work with on problem solving. The supervisor will handle the coordination of all materials needed from other utilities in the performance of the joint use work involved. This will include, but not limited to, obtaining facilities drawings of equipment to be installed, scheduling material to be picked up from warehouse, and contacting in the event of any questions and problems.
20. The Contractor's area supervisor will be responsible for responding to all damage claims, within five (5) days, in writing to the City showing evidence of response to claimants and status of claim payment.
21. All equipment shall be efficient, serviceable and in good condition, and the Contractor further agrees to replace any equipment and machinery which, in the judgment of the City is incapable of satisfactorily performing the work for which it was designed. However, the Contractor will not be allowed down time if Contractor's equipment is not available.
22. When excavating in pavement, the Contractor will be expected to have digging and safety equipment on the job that is designed to keep the trench width to a minimum. The Contractor will be expected to keep the area of street openings to a minimum and minimize damage to adjacent pavement. This may include pneumatic pavement breaking or saw cutting.
23. If the Contractor does not have the proper equipment on the job, the Contractor will be responsible for the cost of extra pavement replacement. Any deviations from the above must be agreed to by both parties before the trenching is started.
24. The Contractor shall notify the City of the need for any pavement, curb, gutter, and sidewalk repair needed as a result of electrical work performed. The City will incur the expense of these repairs.
25. Unit prices quoted on construction units should be all inclusive. They should include Contractor's labor cost, equipment cost, overhead cost and profit. There should be no separate listings for profit or overhead as a percentage of unit costs. Likewise, hourly labor and equipment rates quoted should include overhead and profit. The unit prices herein set forth are applicable to work performed on un-energized lines.

26. In the hourly rate section of the bid, typical hourly labor and equipment classifications are listed. All items in the hourly labor and equipment rates section must be bid on.
27. If types of Construction Units for which prices are not established in this Bid are necessary for the construction for the project, the prices of such additional Units shall be as agreed upon in writing by the City and the Contractor prior to the time of installation.
28. The hourly labor and equipment rates bid shall apply when it becomes necessary for the Contractor, with the advance approval of the City, to perform any work assigned under the contract for which there are no corresponding construction units or additional construction units cannot be established, or as otherwise allowed in the contract. During regular working hours, the "Regular Time" rates bid shall apply. Regular Time shall be defined as 7:00 am to 5:00 pm, Monday thru Friday. The Contractor will only perform work during overtime or on holidays with the advance approval of the City. Overtime hours shall be defined as hours that occur outside of the regular time, not including city observed holidays. Holiday rates are allowed only on City observed holidays.
29. When frozen ground is questionable, each project will be reviewed by the City Construction Superintendent or his representative and the Contractor's foreman to determine if frozen ground provisions are warranted. When frozen ground provisions are warranted, equipment and labor required for only the excavation and backfill portion of the work shall be billed on an hourly basis.
30. Upon completion by the Contractor of the construction in accordance with the work order, the Contractor will prepare a Final Inventory of the work order showing the total number and character of Construction Units. Upon the approval of such, the City shall make payment to the Contractor of all amounts to which the Contractor shall be entitled there under. The Contractor shall be paid on the basis of the number of Construction Units actually installed/removed at the direction of the City, as shown by the Inventory based on the as built drawings and as itemized on the invoice.

Contractor's invoices shall be marked "FINAL" if the invoice is the final billing on a specific work order, and "PARTIAL" if the invoice is not the final billing on a specific work order and "PARTIAL" payment has been authorized by the City. Contractor shall provide an "as built drawing" with the invoice within thirty (30) days of completion of the work order. All invoices shall be presented in duplicate and shall show the job location by area/street and work order number.

31. No payment shall be due while the Contractor is in default in respect of any of the provisions of the Contract and the City may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the City based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of this Contract.
32. The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and buildings and construction codes, as well as the safety rules and regulations of the City. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" or the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

- a. The Contractor shall at no time and under no circumstances cause or permit any employee of the Contractor to perform any work upon energized lines, or poles and equipment carrying energized lines, unless otherwise specified by the City. In the event the City provides such consent, the Contractor shall provide a qualified electrical line worker to work on the energized facilities and the Contractor must provide proper protective clothing and equipment for any employees working in the vicinity of energized lines. The City reserves the right to inspect such qualifications of the employee(s) proposed by the Contractor.
  - b. The Contractor shall so conduct the construction of the work order as to cause the least possible obstruction of public highways.
  - c. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
  - d. The Contractor shall do all things necessary or expedient to protect properly any and all parallel, converging, and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways, or other property are damaged in the course of the construction of the work the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
  - e. The Contractor shall take all necessary precautions to ensure safe excavation, including the necessary shoring or sloping of a trench. It shall be contractor's responsibility to conform with all local rules and regulations governing such operations, in addition to conformity with rules and regulations of all other governmental authorities having jurisdiction. Whenever shoring and/or sloping is required, the City may advise of an alternate route if it is more practicable to adjust the method of operation in this manner.
33. The City shall not be responsible for providing the Contractor with an operating/storage/parking site.
  34. At all times, the City reserves the right to use an alternate provider for a particular job or series of jobs.
  35. The Contractor shall comply with the City of Manassas Safety Handbook, and all federal, and state occupational safety regulations including OSHA 1910.269, in the performance of its work.

**E. SPECIAL TERMS AND CONDITIONS:**

1. HANDLING OF CABLE:

- a. Cable shall be handled carefully at all times to avoid damage, and shall not be dragged across the ground, fences or sharp projections. Care shall be exercised to avoid excessive bending of the cable. The ends of the cable shall be sealed at all times against moisture with suitable end caps or taped. Where it is necessary to cut the cable, the ends shall be terminated or sealed immediately after the cutting operation.

2. TRENCHING:

- a. All trenching operations shall comply with the City's requirements of shoring or other approved protection be utilized in trenches over four (4') feet deep or greater. All trenching depths specified are minimum as measured from the final grade to the top surface of the cable/conduit. The routing shall be as shown on the staking sheets and plans and specifications unless conditions encountered are such that changes are necessary to accomplish the work. In such event, the City shall be notified promptly. If rock or other difficult digging is involved, the Contractor shall determine the nature and extent of the difficulty, and the City will determine whether rerouting, rock excavation or other changes are necessary. Loose soil or crumbly rock will not be considered as "difficult digging." Rock excavation is defined in construction unit No. 16.
- b. Where trenches are intended for more than one cable or conduit, particular care must be taken to provide for extra depth and width to allow for soil falling into the trench during the laying of the first cables or conduit.
- c. Care shall be exercised to minimize the likelihood of waterflow since this may cause trench damage and reduction in trench depth. When this occurs, the trench must be cleared to the specified depth before installing the cable or conduit.
- d. All trenches shall follow straight lines between stakes points as far as possible. Secondary and service trenches shall extend in a straight line from takeoff points wherever possible. The trenches shall be dug so that the bottom has a smooth grade. Large rocks, stones and gravel in excess of one inch shall be removed from the bottom of the trench. Where this cannot be done, a two-inch bed of clean soil or others suitable material shall be placed in the bottom of the trench.
- e. Construction shall be arranged so that trenches will be left open for the shortest practical time to avoid creating a hazard to the public and to minimize the likelihood of trench collapse due to other construction activity, rain, accumulation of water in the trench, etc.

3. INSTALLING DIRECT BURIED CABLE:

- a. The cable shall be placed in the trench as soon after the trenching operation as feasible. Wherever possible, cable shall be laid out from the reel mounted on a moving vehicle or trailer. The reel shall be supported so that it can turn easily without undue strain on the cable. The cable shall be carefully placed in the trench by hand. All cable placements shall be done under constant supervision to be certain that no damage to the cable occurs.
- b. The cable shall be inspected carefully by the Contractor as it is removed from the reel in the laying operations to be certain that it is free from visible defects. The City shall decide upon corrective action when defects are discovered.

- c. Where more than one cable is to be placed in a trench, the spacing required by the specifications shall be observed. Care must be taken that any soil falling into the trench during the laying of the first cables does not reduce the clearances of the last cable below that specified. Should this occur, the excess soil must be removed carefully by hand or with equipment that will not damage the installed cables.
- d. Sufficient slack and in no case less than 24 inches shall be left at all risers, transformer pads, pedestals and terminal points so that movements of cable after backfilling will not cause damaging strain on the cable or terminals. The cable trench shall be mechanically compacted 3'0" minimum from all riser poles, pads, pedestals and terminal points.

4. MINIMUM BENDING RADIUS OF CABLE:

- a. The minimum bending radius of primary cable is 12 times the overall diameter of the cable. The minimum bending radius of secondary and service cable is six times the overall diameter of the cable. In all cases the minimum radius specified is measured to the surface of the cable on the inside of the bend. No cable bends shall be made within 6.0 inches of a cable terminal base.

5. INSTALLING CONDUIT:

- a. All exposed ends of conduit shall be plugged during construction to prevent the entrance of foreign matter and moisture into the conduit. Burrs or sharp projections, which might injure the cable shall be removed. Riser shield or conduit shall extend at least 1.0 foot below grade at all riser poles. All conduits intended for secondary cable shall be installed with a minimum of 24" of suitable cover, all conduits intended for primary cables shall be installed with a minimum of 30" of suitable cover, unless otherwise specified by the City.
- b. Any spare conduits installed, that are not to be terminated at a device in ditch, shall have appropriate locator markers placed at both ends of the conduit.

6. INSTALLATION OF CABLE IN CONDUIT:

- a. Where cable must be pulled through conduit, the operation shall be performed in such a way that the cable will not be damaged from strain or dragging. The cable shall be lubricated with a suitable cable lubricant prior to pulling into conduit.
- b. In placing all conductor cables, the stress applied while pulling into conduits or during other pulling operations shall not exceed the least of the following:
  - i. Where a pulling eye is attached to the conductor, the maximum pulling strain in pounds shall not exceed .006 times the circular mil area for aluminum or .008 times the circular mil area for copper.
  - ii. Where a basket grip is placed over the cable, the pulling strain shall not exceed the lesser of (1) that calculated in "a" above or (2) 1000 pounds. The cable under the cable grip and 1.0 foot preceding it shall be severed and discarded after the pulling operation.

7. OPTIONAL PRE-BID MEETING:

- a. An optional pre-bid conference will be held on Tuesday, February 14, 2012 at 10:00 am at 8500 Public Works Drive, Manassas, VA 20110 in Conference Room A. The purpose of this conference is to allow potential Bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.
- b. While attendance at this conference will not be a prerequisite to submitting a bid, Bidders who intend to submit a bid are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

8. QUALIFICATIONS OF BIDDERS:

- a. The Bid should contain evidence of Bidder's qualification to do business in the Commonwealth of Virginia. The Contractor shall show evidence of registration and suitable license as required under Title 54.1-1100, Code of Virginia (1950), as amended to be licensed by the State Board of Contractors. The Bidder shall provide his Registered Virginia Contractor Number on the Bid Form and on the outer envelope of the sealed Bid.
- b. The Bid should contain a qualification statement, prepared by the Bidder, that provides suitable evidence indicating that he has the capabilities to perform the type(s) of Work contemplated, that he has satisfactorily performed and completed similar work elsewhere, and that he has the necessary equipment and sufficient capital to execute the Work properly within the Contract time. At a minimum, the qualification statement should contain the following:
  - i. A statement that the Bidder guarantees the truth and accuracy of all information and data provided in the qualification statement.
  - ii. The number of years the Bidder has been in business as a Contractor under its current, legal business name.
  - iii. The number of years the Bidder has performed and completed the type of work similar to the Work contemplated by this Project.
  - iv. A list of applicable projects that the Bidder has completed within the last five (5) years for the type of Work contemplated by this Project. This list shall include Project Name, Contract Amount, Required Completion Time, Actual Completion Time, Name of Project Owner, address, contact person and telephone number. If Subcontractors were used for any of the Projects listed, the Bidder shall identify the Subcontractors and shall list the percentage of work for which the Bidder and the Subcontractors were responsible.
- c. The bid shall contain a list of all proposed Subcontractors, identified by name and address that the Bidder proposes to employ for this work. The Work for which the Subcontractor will be used shall be clearly indicated on the form. In addition, Bid shall identify names of key personnel that the Bidder is proposing for performance on this project on the form.



9. BID EVALUATION PROCEDURES:

- a. The award will be based on the total Bid Cost of the Schedule of Prices. The evaluation will be based on the bidder's unit cost, multiplied by the quantities listed in the Schedule of Prices. The City reserves the right to make multiple award of this bid. The award or awards will be made to the lowest responsive and responsible bidder or bidders as applicable.

**F. INSURANCE CHECKLIST**

The minimum limits of the Contractor's Liability coverage shall be as provided in this section. Insurance may be obtained from a single insurance company and policy or from multiple companies and policies. With all types of required insurance except Worker's Compensation, the Contractor must add the City as an additional insured. Proof of insurance and certificates showing the City as an additional insured are not required at the Bid stage but are a condition precedent to the award of a Contract.

The Contractor shall provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the Purchasing Manager before a Contract is awarded.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

1. Worker's Compensation  X REQUIRED  NOT REQUIRED

- a. Coverage to be in compliance with the Workers Compensation Law of the Commonwealth of Virginia.
- b. State.....Statutory
- c. Applicable Federal.....Statutory
- d. Employer's Liability.....\$100,000
- e. Benefits Required by Union Labor Contractors.....As Applicable

2. Commercial General Liability (coverage against losses resulting in bodily injury, personal injury and property damage caused by or arising out of the contractor's operations under the contract; including Contractual Liability; Products and Completed Operations; Premises Operations):  
 X REQUIRED  NOT REQUIRED

- a. Combined Single Limit:  
  
\$3,000,00.....Each Occurrence, in primary policy or through use of Umbrella or Excess Limits.

If policy contains a general aggregate limit, it shall apply separately to each project

- b. Products and Completed Operations Insurance shall be maintained for a minimum period of one (1) year after final payment, and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis.
- 3. Automobile Liability (Owned, Non-Owned, Hired)  
 REQUIRED  NOT REQUIRED
  - a. \$3,000,000.....Each Accident  
(Bodily Injury and Property Damage) in primary policy or through use of Umbrella or Excess Limits.
- 4. Professional Liability/Errors and Omissions:  REQUIRED  NOT REQUIRED  
  
Minimum Limits:  
  
\$3,000,000.....Each Claim

**G. COMMUNICATIONS ABOUT AND REVISION OF SPECIFICATIONS; RESPONSIBILITY OF BIDDER**

- 1. A Bidder may submit questions and comments regarding this Solicitation only to the Purchasing Agent. To receive an answer, the Bidder must submit all questions and comments no later than seven (7) days before the due date. The City Manager, Purchasing Manager, or Purchasing Manager’s designee may also issue clarifications or modifications of the terms of the Solicitation even if no Bidder requests it.
- 2. Only the City Manager, Purchasing Manager, or Purchasing Manager’s designee may revise the terms of the Solicitation. If the City revises the terms of the Solicitation, it will do so in the form of an addendum to the Invitation to Bid posted on the City of Manassas website at [www.manassascity.org](http://www.manassascity.org). Each bidder has the responsibility to insure it has any addenda that have been issued in connection with this ITB. The Bidder will not rely on any information provided orally, or from anyone other than the City Manager, Purchasing Manager, or Purchasing Manager’s designee.
- 3. Each Bidder bears responsibility for thoroughly examining this ITB in its entirety. If a Bidder has any questions or comments regarding the proper meaning or intent of any aspect of the ITB or finds discrepancies in the plans and/or specifications, then it shall submit all such questions and comments in writing to the Purchasing Agent.
- 4. By submitting a Bid in response to this ITB, the Bidder represents that it has thoroughly examined this bid and all its attachments and incorporated documents, and that it has submitted any and all questions and comments it may have regarding the meaning or interpretation of this ITB to the City in the manner prescribed herein.

**H. METHOD FOR MAKING SUBMISSION**

1. Contents of submission:

Unless otherwise specified in the ITB, Bidders shall submit on the forms provided herein, one (1) original and 0 copies of the completed Bid Submission Form and all supporting documentation. The signed forms must be returned in a separate envelope or package, sealed, addressed as directed on the cover page, and identified as follows:

From:

Name of Bidder	Due Date	Due Time
Street/Box Number	ITB Title	ITB Number
City	State/Zip Code	Purchasing Agent

Bids sent via express delivery service should be sealed in an envelope inside the express container. The Bidder assumes the risk that an envelope not properly marked will be mistakenly opened, and thus rendered ineligible for consideration. No responsibility shall attach to the City for the premature opening of a bid not properly addressed and identified as specified herein. The City will not make any adjustments to the bid based on additions or deletions on the outside of the envelope. Faxed or emailed bids are not allowed.

2. Determination of deadline:

The official time used in the receipt of Bids is local Verizon time. Each Bidder must deliver its bid before the minute stated on the cover page of this Invitation to Bid. For example, a due time of 2:30 means that a bid delivered at 2:29 is timely and one delivered at 2:30 is late.

3. Place for submission:

Bids must be received at the place stated on the cover page of the Bid. Bidders who use a delivery company, U.S. Mail, or courier bear the risk that the bid may not be received at the correct location by the deadline.

4. Extension of deadline:

Before the deadline passes or if the City receives no bids by the bid due date, the City may extend the date and time for opening of Bids or change the location of the bid opening if it believes it is necessary and in the best interest of the City. If that happens, Bidders will be notified of the new date and time or new location and Bids already received will not be opened until the new date and time. If the City of Manassas or the Public Works Facility Building B is closed unexpectedly on a bid due date, the bids will be opened at the same time and place the next business day that the City and Building are open, or else notice will be provided by addendum of a new bid opening date, time, and place.

5. Process for receipt of bids:

At the bid opening, the Purchasing Agent shall receive bids, open them, and read aloud the names of the Bidders and the amount of each bid. Thereafter, the provision on Examination of Documents herein applies to the release of bid data.

**I. BIDDER CERTIFICATIONS**

1. The Bidder shall certify, through its submission and signature on the bid, that the following statements are true and not misleading:
  - a. That its Bid is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud.
  - b. That it is not currently debarred by the Federal Government, Commonwealth of Virginia or the City from submitting bids on contracts for the Goods, Services, Construction or Insurance that is the subject of this Bid, nor is the Bidder an agent of any person or entity that is currently so debarred.
  - c. That it has not offered or 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
  - d. That to the best of its knowledge no City official or employee having official responsibility for this Bid or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value 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 as soon thereafter as it appears that such a benefit will be received.
  - e. That it has submitted a single Bid. For purposes of this provision, the term "Bidder" includes all departments and divisions of a Business and all its Affiliates.
  - f. That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if the City awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information.
  - g. That it has read, understands, and agrees to the Terms and Conditions of the City's Standard Contract for Goods, Services, Construction and Insurance herein.

2. Duty to supplement:

If the Bidder becomes aware of any information which makes any part of the Bidder Certifications no longer accurate or complete or reveals that any part of my previously submitted information is misleading, the Bidder will immediately bring that information to the attention of the Purchasing Manager.

3. Penalty for false certification:

The City may declare a Bidder to be non-Responsible if the City discovers that the Bidder's certification contains any materially false statement. The City may also void any resulting Contract or reduce the payment under the terms of the Contract by the value of the benefit or potential benefit conferred on a City official or employee contrary to these terms.

**III. EVALUATION OF BID**

**A. NET PRICES AND DELIVERY TERMS; TAX EXEMPTION AND RESPONSIBILITY**

1. Net prices:

Prices for Goods, unless otherwise specified, must be net, F.O.B at the address in the specifications or, if no address is specified, at the Public Works Facility Building B, 8500 Public Works Drive, Manassas, Virginia, and include all charges that may be imposed in fulfilling the terms of the Contract including all applicable fees, with transportation and handling charges fully prepaid by the Contractor to destination in the City of Manassas, Virginia, unless otherwise specified in this Bid. Title and risk of loss for such Goods shall pass to the City upon receipt and acceptance thereof at the City's designated facility. Extra charges not made a part of the bid price will not be allowed.

2. Prompt Payment Discount:

Unless otherwise specified in the Bid, the City will not consider prompt payment discounts in evaluating a bid for award. However, even though not considered in the evaluation, the City will take such discounts if it tenders payment within the discount period.

3. Default delivery schedule:

Unless otherwise specified in the Specifications, delivery is to be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except on City holidays or on days when inclement weather shuts the City government. It shall be the Contractor's responsibility to insure compliance with these instructions, regardless of the method of shipping.

4. Prices to remain firm:

If a Contract is awarded, the prices bid by the successful Bidder shall remain firm for the period of the Contract, unless otherwise specified in the Specifications.

5. Tax exemption:

The City is exempt from state and federal taxes. The City's tax identification number is 54-600-1411. The City will not pay any tax charges assessed on Goods, Services, Construction or Insurance provided by the Bidder. The City will not indemnify the Bidder against any tax charges. Any tax assessed against the Bidder as a result of the contract resulting from this Bid is the responsibility of the Contractor. However, when under established trade practice any Federal excise tax is included in the list price, the Bidder may quote the list price and show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City.

6. Fees payable to the City or other governmental entity:

Unless otherwise stated in the Specifications, the Bid must include the costs of paying all fees for inspection, connection, plan review, or other governmental permits or actions, even if those fees are due to the City. The City will not waive or apply for a waiver of any fees due for City projects unless the Specifications so note.

**B. REQUIRED ELEMENTS OF BID PACKAGE**

To be considered, the Bid must contain the completed Bid Submission Form(s), any bid bond required and any other documents, samples, or information required by the terms of the Bid. Any Bidder which submits a Bid agrees that such bid becomes the property of the City and all costs incurred for its preparation are the responsibility of the Bidder.

1. Completeness and Responsiveness:

The Bidder must provide all information required by the Invitation to Bid in order for the Bid to be considered complete and Responsive. If the bid is incomplete at opening, the City will reject it as unresponsive unless the omission constitutes an Informality. Bids cannot be modified after they are opened, but a Bidder may supply omitted information that constitutes an Informality within a reasonable time set by the Purchasing Manager. If the Bidder modifies or qualifies the bid in a way that the ITB does not expressly allow, then the City will reject the Bid unless the modification or qualification constitutes an Informality.

2. Required permits, bonds and licenses:

a. By submitting a Bid, Bidder represents that it will have all necessary federal, state and local permits and all necessary licenses, including licenses to use intellectual or real property. The date that Bidder shall have the necessary licenses and permits is the date of performance unless otherwise required by law.

- b. If the “Bonds Required” box for bid bond is marked “Yes” on the cover sheet of this ITB, the Bidder must provide a bid bond with its bid, payable to the City of Manassas in an amount equal to five percent (5%) of the bid, together with Acceptable Surety. If the “Bonds Required” box for performance and/or payment bonds are marked “Yes” on the cover sheet of this Bid, the Bidder represents that it is able to obtain Acceptable Surety for the required bond(s) within fourteen (14) days after notification of intent to award. If a Bidder fails to obtain an Acceptable Surety for the required performance or payment bonds within the allotted time, the City may reject the Bidder’s bid and, if a Contract is awarded to the next-lowest Responsive and Responsible Bidder, the City will call the bid bond of the Bidder who was unable to obtain the performance or payment bond. Bonding requirements are not waivable except by canceling the Bid and issuing a new one without the bond requirement.
- c. All firms or individuals doing business in the City shall obtain a business license if required by the Code of the City of Manassas, Business, Professional and Occupational Licensing (BPOL) Tax, as amended. Questions concerning the BPOL Tax should be directed to the Commission of the Revenue 703-257-8214.

3. Acknowledgment of receipt of all addenda:

The Bidder must acknowledge receipt of addenda on the Bid Submission Form unless such failure to acknowledge constitutes an Informality.

4. Descriptive literature and specifications:

- a. Except where the Bidder intends to provide the Brand Names identified in the Invitation to Bid or follow blueprints or similarly detailed specifications, the Bidder is responsible for clearly and specifically indicating the Goods, Services, Insurance or Construction being offered and for providing sufficient descriptive literature, samples, catalog cuts and/or technical detail to enable the City to determine if the bid meets the requirements of the Invitation to Bid. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-Responsive.
- b. Unless the Bidder clearly indicates in its Bid that the product offered is an “equal” product, its Bid will be considered to offer the brand name product referenced in the specifications.
- c. Unless otherwise expressly provided in the specifications, the name of a certain brand, make or manufacturer shall not restrict Bidders to the specific brand, make or manufacturer named but conveys the general style, type, character, and quality of the article desired. The City, in its sole discretion, shall determine equivalency, considering quality, workmanship, economy of operation, and suitability for the purpose intended, including compatibility with existing equipment or facilities and the need for any specialized training, peripherals, supplies, and infrastructure.

**C. BID FORM AND EVALUATION**

1. Waiver of Informalities:

The City reserves the right to waive any Informality in any Bid. However, Bids or amendments which are received after the date and time specified for the opening of Bids will be neither opened nor considered and will be returned unopened to the Bidder.

2. One Bid received:

When only one Bid is received and it is from a Responsive and Responsible Bidder, the Invitation To Bid may be canceled or a Contract may be awarded to the low Bidder if the price bid is reasonable and in the best interest of the City. When only one Bid is received for an item in an Estimated Bid Quantities or Requirements ITB, the City will award a contract for that item if the price bid is reasonable and in the best interest of the City; otherwise, the City will not make an award of bid on that item.

3. Tests and Inspections:

The City reserves the right to conduct any test or inspection it may deem advisable to ensure the proposed Goods or Services conform to the specifications of this Bid.

4. Errors in Bids:

If a Bidder makes an error in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in any other aspect of preparing a Bid, will not relieve the Bidder. Bidders are cautioned to recheck their Bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted, unless the Bidder withdraws the Bid. Bidders may withdraw their bids only if permitted by the provision of this ITB governing "Withdrawal of Bids," IIIG.

5. Method of evaluating lowest bid:

Unless otherwise expressly stated in this Bid, the City will determine the lowest Bid(s) on the following basis, depending on the type of Contract:

- a. For Firm Fixed Price/Lump Sum Contracts, on the basis of the total cost of the base bid, without regard to any alternates. The City may, in its discretion, make alternates part of the award to the lowest Responsive and Responsible bidder to the extent of available funds.
- b. For Unit Price Contracts, on the basis of the total cost of all items measured by the Estimated Bid Quantities, without regard to any alternates. The City may, in its discretion, make alternates part of the award to the lowest Responsive and Responsible bidder to the extent of available funds.



- c. For Hourly Rate Contracts, on the basis of the hourly rate. The Bidder may not mark-up the cost of materials, unless the Specifications provide for a mark up. The Bidder must obtain materials at the most economical price consistent with the needed quality, and the City reserves the right to obtain the materials if it can do so at a better price. The City will reimburse travel at the rate provided for by IRS regulation if the Specifications provide for travel reimbursement.

6. Tie Bids:

In case of tie bids between Responsive and Responsible bidders, the City shall give preference to goods, services or construction produced in the City or provided by persons, firms or corporations having principal places of business in the City, if such a choice is available. Otherwise, the City shall give preference as provided by Virginia Code § 2.2-4324. If no such preference applies, award shall be by lot.

**D. REFERENCES**

All Bidders shall include, with their bids, a list of at least three (3) current references for whom the Bidder has done comparable work. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of a Bid as non-Responsive.

**E. DETERMINING IF BIDDER IS RESPONSIBLE**

1. Award only to a “Responsible Bidder”:

The City will only award a Contract to a Bidder that, through evidence submitted or information available to the City, has shown that it has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance. Prequalification by an entity other than the City is not relevant to this determination.

2. Additional information:

If the City requests it, the Bidder must present within two business days, evidence satisfactory to the City of the Bidder’s ability to perform the Contract and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of this Bid and any resulting Contract. The City reserves the right to inspect the Bidder’s physical facilities and conduct additional investigation prior to award to satisfy questions regarding the Bidder’s capabilities.

3. Bidder in default:

No Bid will be accepted from or Contract awarded to any Bidder that is in arrears, or is in default to the City upon any debt, or that is a defaulter as surety or otherwise upon any obligation to the City, until all such debts are paid.

4. Process for determination with Competitive Sealed Bidding:

With any Invitation to Bid, the City shall follow the process set forth in Virginia Code § 2.2-4359 before making a determination of non-responsibility.

**F. BID ACCEPTANCE PERIOD**

Unless the Bidder withdraws its bid as allowed under the terms of this ITB or agrees to one or more extensions, the Bid is binding upon the Bidder for ninety (90) calendar days following the Bid Due Date. Bidder further agrees and understands that (except to the extent of any bid bond and the requirement to indemnify the City for costs incurred in protection of the Bidder's confidential information) there is no binding agreement, no contractual relationship, no understanding nor mutual assent until a Contract is executed and exchanged by and between the Bidder and the City. The following City agents have general authority to sign and execute a Contract on behalf of the City, to the extent authorized by City Council: the Mayor, the City Manager, and the Purchasing Manager. Unless authorized by a recorded affirmative vote of City Council, no other City officer or employee is authorized to execute Contracts, and no Contract executed by an unauthorized officer is binding on the City.

**G. WITHDRAWAL OF BIDS**

Withdrawal of Construction Contract Bids is strictly governed by Virginia Code § 2.2-4330, which is hereby adopted for all City Procurement Contracts and incorporated mutatis mutandis herein. If a Bid may be lawfully withdrawn under said Section, notice of withdrawal must be provided in writing within two (2) business days after the Bid opening, pursuant to method (1) in § 2.2-4330 B.

**IV. METHOD OF AWARD OF CONTRACT**

**A. AWARD TO LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

The City is not at liberty to change the terms of the bargain after the opening of Bids. If the City awards a contract, it will award it to the lowest Responsive and Responsible Bidder unless it makes multiple awards, in which case the City will make awards in accordance with the terms of this Specification. If available funds are less than the lowest bid from a Responsive and Responsible Bidder, then the City may negotiate with the lowest Responsive and Responsible Bidder to obtain a price within available funds. The negotiations may vary the quantity, quality, type, delivery schedule, scope or extent of the Goods, Services, Insurance or Construction to be obtained, and/or the base term or extension term(s) of the Contract.

The City expressly reserves the right to cancel or reject an ITB and/or all bids if such action is deemed to be in its best interest. The reason(s) for such cancellation or rejection shall be made part of the contract file. The City will not cancel or reject an ITB or all bids solely to avoid awarding a Contract to a particular Responsive and Responsible Bidder. The City may reissue the Bid if doing so is in the public interest.

**B. ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a contract as a result of this Bid, the Purchasing Division will post Notice of the Intent to Award or Notice of Award on the bulletin board in the lobby of Building A, located at the Public Works Facility, 8500 Public Works Drive, Manassas, VA.

**V. FORM OF CONTRACT AND RELATED DOCUMENTS**

**A. USE OF CITY STANDARD FORM CONTRACT**

Unless otherwise specified in this Invitation to Bid, use of the City Standard Form Contract attached hereto is mandatory.

**B. DIFFERING TERMS IN BIDDER-SUPPLIED FORMS OR LETTERS**

No term in a Bidder-supplied form or letter may alter, contradict, or supersede the terms in this Solicitation and the resulting Contract.

**C. METHOD OF ORDERING**

1. The City may use two (2) different methods of placing orders from the final contract:

Purchase Orders (PO's)  
City Procurement Cards

2. Orders may be placed orally by authorized employees of the City identifying themselves with the Purchase Order Number, and their name.
3. A Purchase Order (PO) may be issued to the Contractor on behalf of the City agency ordering the Goods, Services, Construction or Insurance covered under the contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by the Code of Virginia.
4. Procurement Card orders and/or payments may also be made by the use of a City of Manassas "Procurement" Card.

**D. COOPERATIVE PROCUREMENT**

As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor. The bidder shall indicate on the attached Rider Clause whether it is willing to contract with any of the agencies listed. A negative response to this clause will not adversely affect consideration of any bid.

The bidder shall 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.

**E. SUBCONTRACTORS**

All Bidders shall include a list of all subcontractors with their bid. The City reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the Bidder may replace that subcontractor with another subcontractor subject to the approval of the City. Any such replacement shall be at no additional expense to the City nor shall it result in an extension of time without the City's approval.

**VI. MISCELLANEOUS**

**A. AUTHORITY OF AGENTS**

1. Bidder's agent:

Each Bid, and any Contract, must be signed by a person authorized to bind the Bidder to a valid Contract with the City. For a sole proprietorship, the principal may sign. The City may require that any agent submit a power of attorney or other appropriate documentation showing the authority of the agent to act on the Contractor's behalf. If, whether such proof of agency has been demanded or not, it later appears that the signatory was not authorized to act, the City may declare the Contract void if it is in its best interest to do so.

2. City's agent:

The Purchasing Manager has the final responsibility and full authority for issuance of Invitations to Bid, requests for proposals, negotiations, placing and modifying invitations, requests, purchase orders and recommendations of award issued by and for the City of Manassas. Where permitted by City Policy, the Mayor, the City Manager, and Purchasing Manager may execute Contracts in the name of the City. No other City officer or employee is authorized to add to, vary, or waive terms of the ITB, place purchase orders, enter into purchase negotiations or contracts, or in any way obligate the City for indebtedness. Any purchase order or contract made without authority is void *ab initio*. The City will not honor or ratify any void action of its employees or agents.

3. Non-appropriation of Funds:

- a. The authority of agents for the City is limited by appropriations. In subsequent fiscal years, the City may reduce or eliminate appropriations related to the procurement which is the subject of this ITB without liability to the Contractor or any third party.
- b. By issuing a Purchase Order, the City represents that sufficient appropriations have been made to meet the cost of the procurement in the current fiscal year.

**B. EXAMINATION OF DOCUMENTS**

Except as provided herein, all proceedings, records, Contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen or representative of the news media in accordance with the Virginia Freedom of Information Act.

1. Estimates:

Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

2. Prior to award:

Any Bidder upon request shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, unless the City decides not to accept any of the Bids and to reissue the ITB. Otherwise, Bid records shall be open to public inspection only after award of the Contract. Any inspection of Procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

3. Trade secrets:

The City will only protect from public disclosure a Bidder's trade secrets or proprietary information submitted in connection with a procurement transaction if the Bidder invokes the protection of Virginia Code § 2.2-4342 in writing prior to or upon submission of the data or other materials, identifies the data or other materials to be protected by some distinct method, and states the reasons why protection is necessary. By asserting such trade secret or proprietary information privilege, the Bidder agrees to indemnify the City for any costs, including attorney's fees, incurred defending that Bidder's information in any action under the Virginia Freedom of Information Act.

**C. NONDISCRIMINATION; PARTICIPATION OF SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES**

1. In general:

The City does not discriminate against Bidders on the basis of race, religion, color, sex, national origin, age or disability, nor does it discriminate against faith-based organizations on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except as permitted or required by law, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services or disbursements. Any Bidder believing that it or another Bidder has been discriminated against on that basis should immediately make the Purchasing Manager aware of the basis for that belief.

2. Opt-out rights with faith-based organizations:

If an award of Contract is made to a faith-based organization, and an individual who applies for or receives Goods, Services, or disbursements provided pursuant to that 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 City shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent Goods or Services, or disbursement from an alternative provider.

3. Facilitating disadvantaged businesses:

It is the policy of the City to facilitate the participation of Small Businesses and Minority-Owned and Women-Owned Businesses in all aspects of procurement to the maximum extent feasible. If awarded a contract, the Bidder will use its best efforts to carry out this policy and insure that Small Businesses and businesses owned by women and minorities have the maximum practicable opportunity to compete for subcontract work, consistent with the efficient performance of this contract. If federal grant money is to be used to pay for this Procurement, then the specifications will indicate the extent of any specific participation required for Small Businesses and businesses owned by women and minorities.

**D. AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA**

Pursuant to Virginia Code §2.2-4311.2, a Bidder 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 its bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Bidder 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 a statement describing why the Bidder is not required to be so authorized. Any Bidder 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 City Manager. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Bidders should consult the Code of Virginia for more information.

**VII. BID SUBMISSION FORM**

It is understood that the following unit costs represent the full costs to the City of Manassas for work performed by Contractor in installing underground electrical facilities.

**NOTE: Prices must be submitted for each item below. If a price is not submitted for each unit line cost below your bid will be considered non-responsive.**

**SCHEDULE OF PRICES**

ITEM NO	DESCRIPTION	UNIT	Qty	UNIT COST	EXTENDED COST
<b>CONSTRUCTION UNITS</b>					
1	Trench & Backfill (24" Wide or Less) Full Restoration				
	A. 30" cover	Per Tr. Ft.	100		
	B. Additional Cover (6" increments below 30" cover)	Per Tr. Ft.	10		
2	Trenching & Backfill (Reduced Restoration)	Per Tr. Ft.	75		
3	Trenching & Backfill (36" wide trench) Full Restoration				
	A. 36" Cover	Per Tr. Ft.	50		
	B. 42" Cover	Per Tr. Ft.	10		
	C. Additional Cover (6" increments below 42" cover)	Per Tr. Ft.	5		
4	Lowering Existing Conduit or Cable				
	A. Lower Conduit or Cable up to 12"	Per Tr. Ft.	10		
	B. Lower Conduit or Cable Additional 12" to 24"	Per Tr. Ft.	5		
5	Auger, Bore, Directional Drill or Push Conduit				
	A. Up to 4" conduit	Per Ft.	60		
	B. 6" conduit	Per Ft.	20		
	C. 8" conduit	Per Ft.	5		
6	Install Cable in Conduit				
	A. Secondary #6 Duplex to 4/0 Triplex	Per Ft.	90		
	B. Secondary 350-500-750- Triplex	Per Ft.	40		
	C. Secondary 2/0-4/0 Quadruplex	Per Ft.	20		
	D. Secondary 350-500-750 Quadruplex	Per Ft.	10		
	E. Primary 1/0-4/0 1 phase	Per Ft.	80		
	F. Each additional phase	Per Ft.	50		
	G. Primary 750 3 phase	Per Ft.	50		
	H. Fiber Optic Cable	Per Ft.	30		
7	Install Conduit in Trench				
	A. Conduit up to 4"	Per Ft.	100		
	B. Conduit up to 8"	Per Ft.	40		
8	Unformed Concrete Construction Unit	Per Cu. Yd	3		
9	Locating Buried City Cable	Each	35		
10	Open Excavation Hole	Each	40		

ITEM NO	DESCRIPTION	UNIT	Qty	UNIT COST	EXTENDED COST
11	Close Excavation Hole	Each	40		
12	Install Select Backfill				
	A. Furnished by Owner	Per Ton	10		
	B. Furnished by Contractor	Per Ton	30		
13	Install Ground Rods and/or Extensions				
	A. Drive ground rod	Each	30		
	B. Test ground rod	Each	30		
14	Cut and Remove 2" Thick Asphalt Increments	Per Sq. Ft.	40		
15	Cut and Remove 4" Thick Concrete	Per Sq. Ft.	20		
16	Rock Excavation	Per Cu. Ft.	70		
17	Interior Cable Set in Commercial Establishment	Each Set	20		
18	Install Vertical Riser	Each	60		
19	Install, Relocate or Return Pre-cast Pads				
	A. Install or Return Pre-cast 1f Pad	Each	20		
	B. Install or Return 4'x4', 5'x5' or 6'x6' Pre-cast Pad	Each	15		
	C. Install or Return Ground Sleeve for 3PhaseSwitch	Each	10		
20	Install Hand Box				
	A. Install Large Hand Box/Splice Vaults up to 54" x 80" x 36" approximately.	Each	20		
	B. Install Medium Hand Box (17" x 30" x 18" or 24" x 36" x 26" approximately).	Each	15		
	C. Install Small Hand Box (13" x 13" x 13 approximately).	Each	10		
21	Install or Return Transformer or Fuse Cubicle				
	A. Single Phase Transformer	Each	40		
	B. Three Phase Transformer Through 500 KVA	Each	30		
	C. Three Phase Transformer (750-2000 KVA)	Each	20		
	D. Switches, all (S & C PMH & PMS Series)	Each	10		
22	Pipe Traffic Guard	Each	5		
23	Install or Return Pole	Each	10		
24	Remove and Re-install Existing Sod	Per Sq. Ft.	5		
25	Rock Holes	Per Vertical Ft	5		
26	Install and Maintain Steel Plates	Per Tr. Ft./Day	5'-1Day		
27	Rod and Clean Existing Conduit				
	A. Through 4"	Per Linear Ft.	15		
	B. Over 4"	Per Linear Ft.	15		
28	Install Street Light Concrete Foundation	Each	10		



ITEM NO	DESCRIPTION	UNIT	Qty	UNIT COST	EXTENDED COST
29	Additional Trip	Each	30		
30	Job Delay	Per Hour	30		
31	Flagging	Per Hour	30		
1	<b>Hourly Labor and Equipment Rates</b>				
	<b>Foreman</b>				
	Regular Time Hourly Billing Rate (Straight Time)	Per Hour	20		
	Overtime Hourly Billing Rate	Per Hour	10		
	Holiday Hourly Billing Rate	Per Hour	5		
2	<b>Equipment Operator</b>				
	Regular Time Hourly Billing Rate (Straight Time)	Per Hour	20		
	Overtime Hourly Billing Rate	Per Hour	10		
	Holiday Hourly Billing Rate	Per Hour	5		
3	<b>Truck Driver</b>				
	Regular Time Hourly Billing Rate (Straight Time)	Per Hour	20		
	Overtime Hourly Billing Rate	Per Hour	10		
	Holiday Hourly Billing Rate	Per Hour	5		
4	<b>Laborer</b>				
	Regular Time Hourly Billing Rate (Straight Time)	Per Hour	20		
	Overtime Hourly Billing Rate	Per Hour	10		
	Holiday Hourly Billing Rate	Per Hour	5		
5	Pickup Truck	Per Hour	20		
6	1 Ton (or larger) Pickup with or without trailer	Per Hour	10		
7	Backhoe J.D. 310 or equal	Per Hour	30		
8	Mini Excavator	Per Hour	30		
9	Air compressor (Includes drills, breakers, hoses) 185 cfm or greater	Per Hour	25		
10	Water pump up to 2"	Per Hour	25		
11	Bulldozer	Per Hour	5		
12	Mole, air auger, pneumatic piercing tool	Per Hour	25		
13	Digger Derrick, Altec DM47 or equal	Per Hour	5		
14	Bucket Truck, 45', insulated	Per Hour	5		
15	Engine-driven Jumping Jack	Per Hour	35		
16	Trench Roller	Per Hour	20		
17	Chain trencher	Per Hour	5		
18	Chain Saw	Per Hour	5		
19	Dump Truck - Single Axle	Per Hour	25		
20	Dump Truck - Tandem Axle	Per Hour	20		
21	Tractor w/grader box or York rake	Per Hour	5		
22	Track mounted hydraulic excavator	Per Hour	5		

ITEM NO	DESCRIPTION	UNIT	Qty	UNIT COST	EXTENDED COST
23	Truck w/flashing sign	Per Hour	20		
24	Truck Mounted Attenuator (crash cushion truck)	Per Hour	5		
25	Generator- up to 10kw	Per Hour	35		
26	Straw blower	Per Hour	5		
27	Track mounted loader	Per Hour	5		
28	Rubber Tire Loader	Per Hour	5		
29	Reel trailer 5K lbs. capacity	Per Hour	5		
30	Reel trailer 10K lbs. capacity	Per Hour	20		
31	Triple Reel Trailer	Per Hour	5		
32	Low boy equipment trailer	Per Hour	5		
33	Trailer w/flashing sign	Per Hour	30		
34	Hoe Ram, 500 ft/lbs	Per Hour	5		
35	Hoe Ram, 1200 ft/lbs	Per Hour	10		
36	Hoe Ram, 4000 ft/lbs	Per Hour	5		
37	Vermeer Navigator #7 (or equivalent)	Per Hour	10		
38	Vermeer Navigator #24 (or equivalent)	Per Hour	20		
39	Shoring Box	Per Hour	15		
40	Concrete Core Drill up to 8"	Per Hour	5		
<b>TOTAL BID COST</b>					<b>\$</b>

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

I certify that I received and reviewed the following Addenda to this Bid and have included their provisions in this Bid:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. \_\_\_\_\_ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Bidder’s Identification Number issued to it by the SCC is \_\_\_\_\_.
- B. \_\_\_\_\_ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Bidder’s Identification Number issued to it by the SCC is \_\_\_\_\_.

---

C. \_\_\_\_\_ Bidder does not have an Identification Number issued to it by the SCC and such Bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): \_\_\_\_\_

---

**CERTIFICATIONS**

This Bid is subject to the provisions of §§ 2.2-3100 et seq. of the Virginia Code, the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et seq. of the Code, the Virginia Public Procurement Act (VPPA).

By my signature on this form, I certify on behalf of the Bidder that I am not aware of any information bearing on the existence of any potential conflicts of interest or violation of ethics in public contracting provisions of the VPPA, Virginia Code §§ 2.2-4367 through 2.2-4377.

I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the state and Federal law and can result in fines, prison sentences, and civil damage awards.

I further certify that the statements regarding debarment, ethics in public procurement, submission of a single bid, understanding of the conditions, and data on convictions contained in provision "Bidder Certifications" of the ITB are true and not misleading as to the Bidder.

I hereby certify that the responses to the above representations, certifications, and other statements, including all attachments, are accurate and complete. If after I sign these forms I learn of any information which makes any of the above representations, certifications or other statements inaccurate or incomplete, or reveals that any part of my previously submitted information is misleading, I will immediately bring it to the attention of the Purchasing Manager. I agree to abide by all conditions of this ITB and certify that I am authorized to sign for the Bidder.

---

COMPANY NAME (Please Print)

TELEPHONE NUMBER

---

ADDRESS

---

FACSIMILE NUMBER

E-MAIL ADDRESS

---

SIGNATURE:

DATE

---

NAME: (Please Print)

TITLE

References for:

Bidders shall provide references on this form.

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

2. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

3. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

4. Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Title \_\_\_\_\_ E-mail \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Services Provided: \_\_\_\_\_

**Metropolitan Washington Council of Governments**

Rider Clause

**USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.**

- A. If authorized by the Bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded Bidder's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

YES NO JURISDICTION

- Alexandria, Virginia
- Alexandria Public Schools
- Alexandria Sanitation Authority
- Arlington County, Virginia
- Arlington County Public Schools
- Bladensburg, Maryland
- Bowie, Maryland
- Charles County Public Schools
- College Park, Maryland
- Culpeper County, Virginia
- District of Columbia
- District of Columbia Courts
- District of Columbia Public Schools
- District of Columbia Water & Sewer Auth.
- Fairfax, Virginia
- Fairfax County, Virginia
- Fairfax County Water Authority
- Falls Church, Virginia
- Fauquier County Schools & Government, Virginia
- Frederick, Maryland
- Frederick County, Maryland
- Gaithersburg, Maryland
- Greenbelt, Maryland
- Herndon, Virginia
- Leesburg, Virginia
- Loudoun County, Virginia
- Loudoun County Public Schools
- Loudoun County Sanitation Authority
- Manassas, Virginia
- City of Manassas Public Schools

YES NO JURISDICTION

- Manassas Park, Virginia
- Maryland-National Capital Park & Planning Comm.
- Metropolitan Washington Airports Authority
- Metropolitan Washington Council of Governments
- Montgomery College
- Montgomery County, Maryland
- Montgomery County Public Schools
- Northern Virginia Community College
- OmniRide
- Prince George's County, Maryland
- Prince George's Public Schools
- Prince William County, Virginia
- Prince William County Public Schools
- Prince William County Service Authority
- Rockville, Maryland
- Spotsylvania County Schools
- Stafford County, Virginia
- Takoma Park, Maryland
- Upper Occoquan Sewage Authority
- Vienna, Virginia
- Virginia Railway Express
- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission
- Winchester, Virginia
- Winchester Public Schools

\_\_\_\_\_  
Bidder Name

**ATTACHMENT “A”  
CONSTRUCTION UNIT DESCRIPTIONS**

**IFB NO: 12B034**

---

These units are to be used in connection with Underground Distribution systems dealing with residential and commercial or industrial projects not involving duct banks, manholes or vaults.

Normal job conditions include (1) usual soil and traffic congestion found in assigned work area, (2) seasonal ground conditions resulting from the weather, (3) rights of way that are substantially clear of brush piles and similar obstacles and (4) new area to be within 6” of final grade.

City will furnish for its facilities all electrical cables, conduits and fittings, ground rods, pre-cast pads, splicing boxes and other materials as described herein.

1. Trench and Backfill (24” wide or less) Full Restoration

- A. 30” Cover
- B. Additional Cover (6” increments below 30” cover)

Units in this category shall include all cost associated with excavation of trench, whether by machine or by hand, to include compaction and complete restoration to original conditions of the work area, excluding concrete or asphalt removal or replacement, to original conditions, and any necessary test holes for the purpose of locating existing utilities. Restoration to original conditions shall include seeding and straw for grassed areas. Restoration of landscaped areas is not included in these units. Removal of asphalt or concrete which may be associated with units in this category are defined in Categories 14 and 15.

Suitable backfill must meet City’s established specifications. If suitable backfill is unavailable from the excavated work areas, the contractor shall be responsible to provide select backfill. Use of select backfill must be approved by the City’s authorized representatives. Contractor shall be responsible for a minimum of 2” of under bed and 30” of cover over all cable installations measured from top cable, or conduit, whichever is higher, to existing grade.

Compaction of backfill is included in this unit and may be obtained by following these procedures:

1. Clean and level bottom of trench line, pad with fine soil or sand if necessary and authorized.
2. Place conduit or cable(s) and cover in trench.
3. Backfill remainder of trench with two to three layers of materials, compacting with machine or hand method for each layer of fill (30” trench depth – 3 layers minimum).
4. Removal and disposal of excess materials excavated from trench are included in this unit.

Also included in these units are designated areas, i.e., established lawns, playgrounds, parks, median strips and areas exposed to heavy vehicle traffic; road and road shoulders, alleys, parking areas, driveways, that will require 95% compacted backfill placed in three or more layers per trench. Compaction shall be obtained by, hand or machine tamping.

**ATTACHMENT "A"**  
**CONSTRUCTION UNIT DESCRIPTIONS**

**IFB NO: 12B034**

---

Should objectionable sinkage occur within 1 year after the date of completion of a specific installation, contractor shall, at his sole expense, make satisfactory repairs and/or corrections promptly.

Should field conditions require either continuous sloping or shoring, authorization must be obtained before starting work. Authorization shall state terms agreed upon for compensation and must be finally approved by the City's authorized representative.

Plastic marker tape is to be placed in trench one (1) foot over conduit or cable in accordance with all safety requirements. Marker tape will be furnished by the City.

This unit shall be billed per linear foot of trench.

2. Trenching and Backfill - Reduced Restoration

This unit shall be used, when requested by the City, for the installation of conduits and cables in areas where surface restoration is limited, such as new installations in construction zones and otherwise. This unit requires the installation and backfill guidelines, including compaction and marking tape, as defined in category one, "Trench and Backfill (24" wide or less)." This category does not include restoration of the surface such as seeding or straw.

3. Trenching & Backfill (36" wide trench) Full Restoration

- A. 36" Cover
- B. 42" Cover
- C. Additional Cover (6" increments below 42" Cover)

This unit provides for all excavation and backfill of a 36-inch trench. All requirements as defined in category one, "Trench and Backfill (24" wide or less)" apply to these units.

4. Lowering Existing Conduit or Cable

- A. Lower Conduit or Cable up to 12"
- B. Lower Conduit or Cable additional 12" to 24"

It is understood this unit will be used for difficult trenching for purpose of lowering present City conduit or cable. Normal backfill and hand tamping is included as part of this unit. Contractor may elect to trench by combination of machine and/or hand, regardless of method chosen, conduit or cable is not to be damaged by contractor. Cable handling is covered in this unit unless it is necessary to install new cable in which case the appropriate cable unit is applicable. Seed and straw in place will be included in this unit.

**ATTACHMENT "A"**  
**CONSTRUCTION UNIT DESCRIPTIONS**

**IFB NO: 12B034**

---

5. Auger, Bore, Directional Drill or Push Conduit

- A. Up to 4" Conduit
- B. 6" Conduit
- C. 8" Conduit

These units shall cover all work necessary to auger, bore, directional drill, or push conduit at a minimum depth of 24 inches below grade. Unit costs shall include any associated digging, locating the end of the conduit and marking the ends (if required by the City), backfilling, compacting, and restoring the property to the original condition. Unit costs shall be per linear foot of conduit installed. If after two attempts at boring, the contractor has failed to complete the task, due to below-grade obstacles including rock, the entire boring operation at that location, from its inception, may revert to an hourly basis with the consent of the City. At such time, the contractor shall provide the City with the cost of services already incurred based on the hourly labor and equipment rates and an estimate of the cost to complete the work based on the hourly rates.

6. Install Cable in Conduit

This unit covers cable installation in conduit not including risers or service entrance conduits. This unit shall be billed on per foot of conduit.

7. Install Conduit in Trench

- A. Conduit up to 4"
- B. Conduit up to 8"

These units includes all items of work involved in properly installing conduit of any size up to and including 8" in trench. This unit includes the installation of an appropriate pull cord within the duct. Measured length for billing shall include all installed conduit length.

8. Unformed Concrete Construction Unit

Where unformed concrete is required as for encasing conduit lines where forms are not required, this unit is applicable. This unit covers labor and equipment. Cost of concrete and other materials to be handled as purchase items with a mark-up not to exceed ten percent (10%). Billing shall be based on cubic yards of concrete installed.

9. Locating Buried City Cable

This unit covers locating presently buried City cable with instruments and/or test hole. Application of unit is intended to cover only locating for the point of attachment or for purpose of locating City cable prior to installing parallel cable- not applicable for locating crossing or other underground facilities. This unit shall be billed each.



**ATTACHMENT "A"**  
**CONSTRUCTION UNIT DESCRIPTIONS**

**IFB NO: 12B034**

---

10. Open Excavation Hole

This unit covers digging an excavation hole approximately 4' x 4' x 3' deep when contractor forces are at job site.

11. Close Excavation Hole

This unit covers filling in the excavated hole in Unit 10.

12. Install Select Backfill

This unit includes removal and disposal of material from originally excavated trench and replacing it with selective backfill as specified by City. City may specify the backfill material to include sand, gravel, crusher run stone or excavated material which must be transported from some other site, or any type of select backfill subject to City's specifications. Contractor furnished backfill material cost, if any, to be included in the cost of the unit.

13. Install Ground Rods and/or Extensions

- A. Drive Ground Rod
- B. Test Ground Rod

This unit includes the driving of ground rods and/or extensions, either 6' or 8' length, installation and connection of necessary ground wire, measuring resistance and reporting results. Measurements should be 25 ohms or less. In the event a measurement is greater, then Contractor will notify the City and the City may choose to request the installation of additional rods. In any case, the City will be billed for each rod installed and for the test that occurs on the set as a whole. The City shall supply all material.

14. Cut and Remove 2" Thick Asphalt Increments

This unit covers all cost of removing and disposing of asphalt in a satisfactory manner. Contractor shall exercise care in cutting the asphalt so that the remaining edges are smooth. Cost of unit shall be on a per square foot basis.

15. Cut and Remove 4" Thick Concrete

This unit covers all cost of removing and disposing of concrete in a satisfactory manner. Contractor shall exercise care in cutting the concrete so that the remaining edges are smooth. Cost of unit shall be on a per square foot basis.

**ATTACHMENT "A"**  
**CONSTRUCTION UNIT DESCRIPTIONS**

**IFB NO: 12B034**

---

16. Rock Excavation

For purposes of classification of excavation, rock is defined as limestone, sandstone, granite or similar mineral matter in solid beds or masses in original or stratified positions that can be removed only by continuous and systematic drilling and blasting or use of pneumatic tools (jack hammer, hoe ram or city approved equivalent), and all boulders of 1 cubic yard in volume or larger.

Material which can be excavated by use of a Caterpillar 330/330 L backhoe with a rock bucket, Caterpillar D-9 bulldozer with a single tooth ripper or City approved equivalent, or can be loosened with a pick, and soft laminated shale and hardpan, which for convenience or economy is loosened by drilling, blasting, wedging or the use of pneumatic tools, shall not be classified as rock excavation. Any hole that is drilled by the use of a standard drill auger will not be classified as rock.

When rock is encountered, the appropriate City representative must be notified to inspect and authorize the rock excavation units before any rock is excavated. There shall be no additional charge for any reasonable delay in having the City representative present to inspect and authorize the rock excavation. Rock excavation units shall be billed by the cubic foot of rock removed, and shall include all costs associated with the use of explosives, air compressor pneumatic hammer and/or drills required to facilitate the removal of rock during trenching operations, as well as the cost of disposal of unsuitable material, as determined by the City. Once an authorized City representative approves explosives for rock excavation activities, the City representative must be notified at least one hour prior to each use of explosives for excavation. The contractor shall be responsible for complying with all applicable rules, regulations and laws. Width to compute billing volume of rock excavation shall be the width of the normal trench.

Whenever rock is encountered it may be more practicable to protect the cable from mechanical injury by encasing the cable in metal pipe or PVC or the City may accept reduced cover or the City may require normal cover at its discretion. This unit shall be billed by the cubic foot of rock removed. Backfilling shall be done in accordance with Unit 12 "Install Select Backfill."

17. Interior Cable Set in Commercial Establishment

Includes adequate cable length(s) – any size – for anticipated connections, pulled through conduit provided by others and coiled and/or secured neatly in interior wiring device. Covers each set up to 4 cables composing one circuit and is in addition to appropriate cable in conduit unit. Open end of conduit or pipe shall be sealed in an approved manner. This unit includes all work to handle and protect cables.

**ATTACHMENT "A"**  
**CONSTRUCTION UNIT DESCRIPTIONS**

**IFB NO: 12B034**

---

18. Install Vertical Riser

This unit provides for installation of vertical riser at the exterior service entrance or coiling cable at the base of pole. This unit covers all work necessary to shape pipe into proper form from trench to meter base mounted on structure including cutting off excess pipe if required for proper fit. Includes cable(s) in house riser with adequate exposed length for anticipated connection and protection of cable ends. Also, in the case of a pole termination, it includes the installation of the elbow at the pole. Includes coiling cable(s) at base of pole with adequate exposed length for anticipated connection and protection of cable ends to be extended up the pole by City. This unit does not cover installing the cable up the pole in a riser, only coiling at base of pole.

19. Install, Relocate or Return Pre-cast Pads

This unit includes the installation of any size and any kind of pre-cast pad with City furnishing the pad. Contractor provides hauling and proper setting in field, to include compacted backfill. Unit is also applicable for the resetting of pad in field from site to adjacent site. Unit may also be used to cover the return of pad to City's storage area.

- A. Install or Return Pre-cast 1 $\phi$  Pad
- B. Install or Return 4'x4', 5'x5' or 6'x6' Pre-cast Pad
- C. Install or Return Ground Sleeve for 3 $\phi$  Switch

20. Install Hand Box

- A. Install Large Hand Box/Splice Vaults up to 54" x 80" x 36" approximately.
- B. Install Medium Hand Boxes (17" x 30" x 18" or 24" x 36" x 26" approximately).
- C. Install Small Hand Boxes (13" x 13" x 13" approximately).

City furnished hand box. Unit includes hauling and proper setting in field.

21. Install or Return Transformer or Fuse Cubicle

- A. Single Phase Transformer
- B. Three Phase Transformer Through 500 KVA
- C. Three Phase Transformer(750 - 2000 KVA)
- D. Switches, all (S & C PMH & PMS Series)

Contractor is to include in this unit the cost of picking up any size transformer, or switch from City's designated storage area, hauling and placing on pad. Unit is also applicable to return or relocation of transformer from pad to City's designated storage area or site.

**ATTACHMENT "A"**  
**CONSTRUCTION UNIT DESCRIPTIONS**

**IFB NO: 12B034**

---

22. Pipe Traffic Guard

This unit covers the installation of 6" metal pipe up to 5' in ground, encased with concrete no less than 5" thick (measured from pipe) and 2' deep. Pipe is to be filled with concrete. Contractor to furnish pipe and concrete. Pipe to be painted yellow by the contractor.

23. Install or Return Pole

This unit covers hauling and placement, or the return of, fiberglass, aluminum, or wooden poles up through 35 feet in length. On wood poles, install City provided butt ground and ground wire and extend ground wire to the top of pole covering in plastic U-guard provided by the City. Install City provided electrical wire in or on the pole in City provided PVC pipe as well as the necessary excavation and backfilling of the hole. This unit does not include the foundations for the aluminum poles which required concrete foundations, construction unit No. 28. City is to furnish the pole. This unit shall be billed each.

24. Remove and Re-install Existing Sod

Contractor is to remove sod from proposed excavation area and maintain same for future installation. Proper care of sod until time of installation is the responsibility of Contractor. This unit shall be billed per square foot.

25. Rock Holes

This unit applies when removing rock from pole holes and is based on vertical feet of rock removed. Same conditions apply as in unit no.16.

26. Install and maintain Steel Plates

This unit will be used to install steel plates over open trenches in or across roadways, alleys and driveways which must be open to traffic at all times. Steel plates shall be furnished by the contractor and be of sufficient size/type for its application. This item to be billed on a per linear foot of trench basis per day.

27. Rod and Clean Existing Conduit

- A. Through 4"
- B. Over 4"

Rod and clean existing conduit when authorized by City representative. Leave 500# test pulling line. This unit shall be billed on per linear foot of duct cleaned.

**ATTACHMENT “A”  
CONSTRUCTION UNIT DESCRIPTIONS**

**IFB NO: 12B034**

---

28. Install Street Light concrete Foundation

Contractor to furnish all necessary materials except, conduits and/or bolts for turnkey installation in the field. Foundation is to be up to 1’-8” in diameter and 6’ deep. Anchor bolts and conduit are to be placed in accordance with City’s specifications. Removal of any excess material excavated to be included in this unit. This unit shall be billed each.

29. Additional Trip by Contractor

This unit shall apply when Contractor has actually provided hauling capacity or space not utilized because of the unavailability of materials related to a specific assignment, or has made a special trip for material and it is not available. When those materials later become available, but only to the extent of previously unutilized capability, this unit shall be billed on a per trip basis. If the material becomes available and the contractor is making a routine trip, this unit would not apply. This unit shall be billed each.

30. Job Delay – at site – at Warehouse

This unit shall apply when the City has informed Contractor that the Work is ready and Contractor finds after reaching job, that it must wait for further City instructions and/or actions. It shall be Contractor’s responsibility to avoid use of this unit by applying its expertise which shall include, but not necessarily be limited to, prior planning, securing materials, coordinating and scheduling. Job delay shall be no more than one (1) hour with no consideration for less than twenty (20) minutes. The City shall be immediately made aware of delay and the underlying reasons. Details shall be documented on the as-built drawing. If Contractor is directed to stay at the job site or storeroom by the authorized City representative, this unit shall apply to each additional hour or fraction thereof. This unit shall be billed per hour.

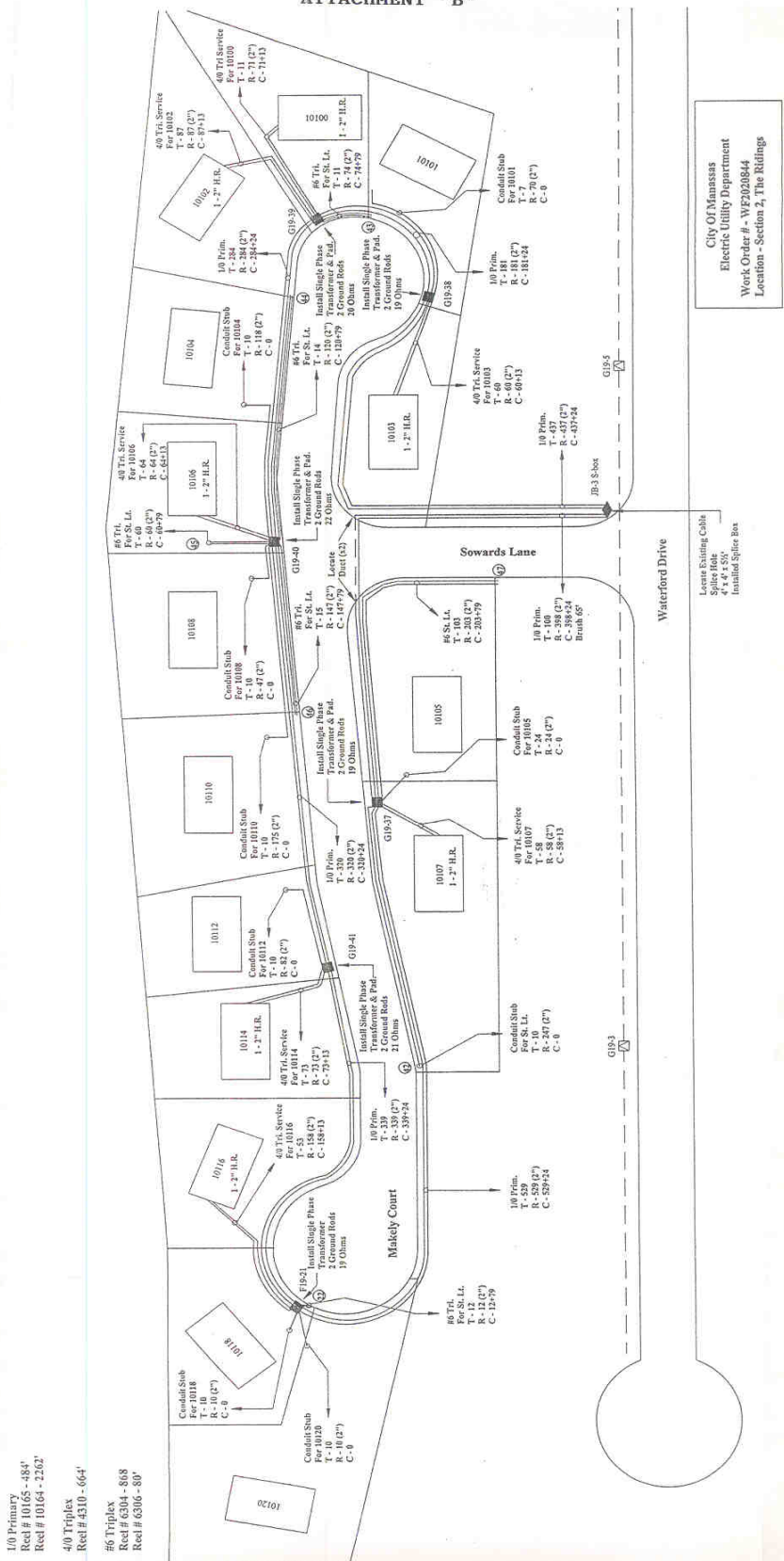
31. Flagging

This unit shall apply when the job at hand requires flagging operations. This does not include regular work zone set-up, signs, cones, etc. All employees involved in the flagging procedure shall be state certified. Proof of certification shall be available at all times during operation. This unit applies to all methods of flagging, regardless of the number of employees necessary, as required by law to maintain safety of the public, the workers and the job site. All work shall be in accordance with the Virginia Work Area Protection Manual. Prior to performing the flagging operation, approval of the work zone set-up must be obtained from an authorized City representative. This unit shall be billed per hour, not per person, but per hour of the operation as a whole.

ATTACHMENT "B"

IFB NO: 12B034

ATTACHMENT "B"



City of Manassas  
Electric Utility Department  
Work Order # - WF2020844  
Location - Section 2, The Holdings

100 Primary  
Reel # 10165 - 484'  
Reel # 10164 - 2202'  
400 Triplex  
Reel # 4310 - 664'  
#6 Triplex  
Reel # 6304 - 868  
Reel # 6306 - 80'



## CITY OF MANASSAS, VIRGINIA

8500 Public Works Drive, Manassas, VA 20110

Telephone: (703) 257-8368 Facsimile: (703) 257-5813

Website: [www.manassascity.org](http://www.manassascity.org)

FINANCE DEPARTMENT  
PURCHASING DIVISION

### CITY OF MANASSAS STANDARD CONTRACT FOR GOODS, SERVICES, CONSTRUCTION AND INSURANCE RESULTING FROM AN ITB

CONTRACT NO:

SUBJECT:

Between:

**CITY OF MANASSAS  
8500 PUBLIC WORKS DRIVE  
MANASSAS, VA 20110**

**703-257-8368**

**And the Contractor:**

This Contract (hereinafter, "Contract") is entered into on and as of \_\_\_\_\_, 20\_\_ by and between the CITY OF MANASSAS, a municipal corporation of the Commonwealth of Virginia (hereinafter, "City"), and \_\_\_\_\_ (hereinafter "Contractor"), for Goods, Services, Construction and/or Insurance identified herein, on the following terms and conditions.

TABLE OF CONTENTS

---

<b>I. BASIC TERMS:</b> .....	<b>1</b>
<b>A. DEFINITIONS:</b> .....	<b>1</b>
<b>B. PURPOSE OF THE CONTRACT:</b> .....	<b>1</b>
<b>C. CONTRACT PERIOD AND EXTENSIONS:</b> .....	<b>2</b>
<b>D. CONTRACT AMOUNT:</b> .....	<b>2</b>
<b>II. FORMATION:</b> .....	<b>2</b>
<b>A. CONDITIONS PRECEDENT TO FORMATION:</b> .....	<b>2</b>
<b>B. PARTIES:</b> .....	<b>3</b>
<b>C. AUTHORITY TO EXECUTE:</b> .....	<b>4</b>
<b>D. INCORPORATION OF DOCUMENTS:</b> .....	<b>4</b>
<b>III. PERFORMANCE:</b> .....	<b>5</b>
<b>A. CONTACTS:</b> .....	<b>5</b>
<b>B. BEGINNING PERFORMANCE</b> .....	<b>5</b>
<b>C. RISK OF LOSS AND ACCEPTANCE OF WORK:</b> .....	<b>5</b>
<b>D. WARRANTY:</b> .....	<b>5</b>
<b>E. INVOICES:</b> .....	<b>6</b>
<b>F. PAYMENT:</b> .....	<b>6</b>
<b>IV. TERMINATION OF CONTRACT:</b> .....	<b>8</b>
<b>A. TERMINATION FOR DEFAULT:</b> .....	<b>8</b>
<b>B. TERMINATION FOR CONVENIENCE:</b> .....	<b>8</b>
<b>C. TERMINATION FOR NON-APPROPRIATION:</b> .....	<b>9</b>
<b>D. CLAIMS UPON TERMINATION:</b> .....	<b>9</b>
<b>V. STATUTORY REQUIREMENTS:</b> .....	<b>11</b>
<b>A. EMPLOYMENT DISCRIMINATION:</b> .....	<b>11</b>
<b>B. ETHICS IN PUBLIC CONTRACTING:</b> .....	<b>11</b>
<b>C. DRUG-FREE WORKPLACE:</b> .....	<b>11</b>
<b>D. FAITH-BASED ORGANIZATIONS:</b> .....	<b>12</b>
<b>E. FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT         BUSINESS IN THE COMMONWEALTH:</b> .....	<b>12</b>
<b>F. LEGAL COMPLIANCE:</b> .....	<b>13</b>
<b>VI. DISPUTES:</b> .....	<b>13</b>
<b>A. GOVERNING LAW:</b> .....	<b>13</b>
<b>B. HOLD HARMLESS:</b> .....	<b>14</b>
<b>C. CONDITIONS PRECEDENT TO PURSUIT OF LEGAL REMEDIES:</b> .....	<b>14</b>
<b>D. VENUE:</b> .....	<b>15</b>
<b>E. LIMITATIONS ON ACTIONS:</b> .....	<b>15</b>
<b>F. WAIVER OF JURY TRIAL:</b> .....	<b>15</b>
<b>VII. GENERAL PROVISIONS:</b> .....	<b>16</b>
<b>A. TIME OF THE ESSENCE:</b> .....	<b>16</b>
<b>B. INTERPRETATION AND MODIFICATION OF THE CONTRACT:</b> .....	<b>17</b>
<b>C. EXAMINATION OF RECORDS:</b> .....	<b>18</b>
<b>D. ASSIGNMENT OF RIGHTS:</b> .....	<b>18</b>



**I. BASIC TERMS:**

**A. DEFINITIONS:**

Capitalized terms that are defined in the VPPA, City Policy, or the City’s standard Invitation to Bid for Goods, Services, Construction or Insurance have the same meanings in this Contract as are given in that law, policy, or Invitation to Bid, except as provided below. Capitalized terms not defined in those sources but used in this Contract have the following meanings, unless the context clearly requires otherwise. Undefined terms have their common meanings appropriate to their context.

1. “Contract Administrator” assigned to administer the Contract for the City is \_\_\_\_\_, but the City may designate a new Contract Administrator by notice to the Contractor.
2. “Contractor's Representative” means the person who is responsible for the performance obligation of the Contractor under this Contract. The initial Contractor’s Representative is \_\_\_\_\_ but the Contractor may designate a new Contractor’s Representative by notice to the City.
3. “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, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
4. “ITB” means the Invitation to Bid which led to the formation of this Contract.
5. “Notice of Default” means a notice sent to the other party’s designee (Contract Administrator for the City, Contractor’s Representative for the Contractor) setting forth the facts showing that party to be in default under the Contract.
6. “Notice of Termination” means a notice sent to the other party’s designee (Contract Administrator for the City, Contractor’s Representative for the Contractor) informing that party of the termination of the Contract as of a particular date.
7. “Using Department” for purposes of this Contract shall mean \_\_\_\_\_.

**B. PURPOSE OF THE CONTRACT:**

1. The Contractor hereby agrees to provide the following Goods, Services, Construction and/or Insurance to the City of Manassas:

**C. CONTRACT PERIOD AND EXTENSIONS:**

1. The base term for this Contract shall be
2. This Contract may be extended as provided in the ITB or by change order or amendment. The City shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current Contract. In the absence of any notification to renew, the Contract shall automatically terminate on the expiration date specified in the Contract. Agreement to extend the Contract term shall not be final until the Contractor provides written acknowledgement of the extension. The option to renew shall be exercised at the sole discretion of the City.
3. No fixed price Contract, however, may increase the price by more than twenty-five percent of the amount of the Contract or \$50,000, whichever is greater, without a recorded affirmative vote of the City Council. The City may extend the term of this Contract for Services to allow completion of any work undertaken but not completed during the original term of the Contract.

**D. CONTRACT AMOUNT:**

In return for the Goods, Services, Insurance and/or Construction of this bid identified above, and subject to the Termination for Non-Appropriation provision of this Contract, the City certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor in accordance with the payment provision of this Contract as set forth herein:

\_\_\_\_\_

**II. FORMATION:**

**A. CONDITIONS PRECEDENT TO FORMATION:**

Before any Contract between the City and the Contractor is effective, the following conditions precedent must be satisfied. Satisfaction of these conditions is the responsibility of the Contractor. If, after performance under the Contract, the City learns that a condition precedent was not met, the City may, if permitted by law, ratify the Contract by affirmative recorded vote or may disclaim it, in its sole discretion.

1. Insurance: If the Bid requires certain insurance, the Contractor must provide proof of insurance in the amounts required by the Bid with an insurance company licensed to do business in the Commonwealth of Virginia.
  - a. Unless the Specifications state otherwise, the City shall be made an additional insured on all required policies of insurance.

- b. No change, cancellation (other than noted below), or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Purchasing Manager. Notice for cancellation due to nonpayment of premium shall be no less than fifteen (15) days. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate of insurance is grounds for termination of the Contract.
  - c. Insurance coverage required hereunder shall be in force throughout the Contract period. Should the Contractor fail to provide acceptable evidence of current insurance within ten (10) days of written notice at any time during the Contract term, the City shall have the absolute right to terminate the Contract.
  - d. Compliance by the Contractor and any subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor or any subcontractors of their liabilities and obligations under this Contract.
  - e. The City may and will, if requested by Contractor, reasonably accept insurance certificates provided by subcontractors or partners of the Contractor covering risks and hazards relating to work to be performed by such subcontractor and partners, in lieu of insurance certificates provided by Contractor. However, this shall not relieve Contractor of any of its other duties under this Paragraph II.A.1.
  - f. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- 2. Bonds: If the Bid requires payment or performance bonds (or certified checks or bank draft or Irrevocable Letter of Credit), then bonds with surety satisfactory to the City attorney shall be submitted to the Purchasing Manager for approval.
  - 3. Permits and licenses: If the procurement of the Goods, Services, Insurance or Construction that is the subject of this Contract requires possession of any licenses or receipt of any permits other than construction permits, then Contractor shall obtain those licenses and permits.
  - 4. Payment of Debts: Contractor must pay all amounts shown as due to the City on the City's accounts, even if a dispute exists as to the debt's validity or enforceability.

**B. PARTIES:**

- 1. The sole parties to this Contract are the City of Manassas and the Contractor.

2. It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.
3. Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the City in advance. No assignment without such permission will relieve the Contractor of any responsibility under this Contract.
4. There are no intended third party beneficiaries of this Contract, unless it is made available by rider for other governmental entities to use. Making the Contract available to them by rider is the sole extent of the intended third party benefit.
5. If this Contract is made available by rider for other governmental entities to use, any contracts formed between the Contractor and such other governmental entities shall be solely between those parties. The City shall not be a party to any of these Contracts.

**C. AUTHORITY TO EXECUTE:**

By executing this Contract on behalf of Contractor, the Contractor's Representative warrants that he or she has full authority to do so.

**D. INCORPORATION OF DOCUMENTS:**

The Contract consists of the following documents, which are hereby incorporated by reference and fully made a part of the Contract. This Contract and the incorporated documents describe the subject of the Procurement, the particulars of its performance, the process and time for payment, and the rights and remedies of the parties (collectively, "the terms"). In case of any conflict between those documents' terms, the documents shall be given precedence in the following order, from highest to lowest:

1. Section II of the Invitation to Bid (if any), inclusive of any Addendums, except to the extent modified through negotiation permitted by the VPPA when the low bid exceeds the available funds,
2. This Contract,
3. Sections I and III-VI, both inclusive, of the Invitation to Bid (if any),
4. The Bid Submission Form of the Bidder.

If there was no formal Bid, the specifications must be attached to this Contract for it to be valid.

**III. PERFORMANCE:**

**A. CONTACTS:**

In addition to the Contract Administrator and the Contractor's Representative, the parties may designate additional contacts for exchange of information.

**B. BEGINNING PERFORMANCE**

Contractor shall not begin performance under the Contract until the Contract Administrator issues it a purchase order, Procurement Card order, or other notification to proceed.

**C. RISK OF LOSS AND ACCEPTANCE OF WORK:**

1. Contractor shall perform the work and deliver all Goods in accordance with recognized and customarily accepted industry practices, and performance shall be considered complete when the Contract Administrator approves the Services as acceptable. If the Contract Administrator rejects any deliverable, the Contractor shall be notified and shall have fourteen (14) calendar days from date of issuance of notification to correct the deficiencies and resubmit the deliverable.
2. Unless the City provides the materials or supplies, the Contractor bears the risk of damage or loss for materials or supplies covered by the Contract until delivery to the designated point. If the City rejects any deliverable, the Contractor bears all risk of damage or loss on them after notice of rejection. The Contractor must remove rejected materials or supplies at its own expense promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of a rejected delivery. If the Contractor does not remove rejected materials within ten (10) days after notification of rejection, the City may return the rejected materials or supplies to the Contractor at Contractor's risk and expense or may dispose of them as abandoned property.

**D. WARRANTY:**

1. The Contractor warrants that all Services it performs and all Goods, Insurance, and Construction it delivers to the City will be of good quality and meet the specifications of this Contract and of all literature supplied by the Contractor as part of the selection process which led to the award of this Contract. "Literature" as used in this provision means any and all brochures, fliers, catalogs, Proposals, web sites, email, or other information, in whatever written form, relating to the quality, utility, economic advantages, or composition of the Goods or Services. This warranty is in addition to and does not substitute for the Contractor's warranties of title, against infringement, of merchantability, and of fitness for particular purpose under Virginia Code §§ 8.2-312, 8.2-314, and 8.2-315, which the parties expressly agree apply to this Contract.

- 
2. The Contractor shall furnish all guarantees and warranties that the terms of this Contract require to the Purchasing Manager before the City makes final payment on the Contract. Unless otherwise stated, manufacturer's standard warranty applies.

**E. INVOICES:**

1. Unless otherwise provided in the Bid, Contractor shall submit all its invoices for payment in the fiscal year in which the Goods, Services, Insurance or Construction were provided or within thirty days thereafter. The City operates on a fiscal year beginning on July 1 and ending on June 30 of each calendar year. Late invoices are subject to rejection if no appropriated funds are available for their payment.
2. The invoice must be in the name of the Contractor unless the City has received and approved an assignment.
3. Tasks shall be billed to the City upon completion. The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of Services pursuant to this Contract, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Services to be rendered hereunder except as set out herein. The City shall have no obligation to reimburse, pay directly or otherwise satisfy any taxes or other expenses of the Contractor in connection with the performance of its obligations under this Contract except as stated herein. If Contractor is deemed not to be an independent Contractor by any local, state, or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs, and expenses, including, but not limited to, attorneys fees incurred thereby.
4. The Contractor shall submit a proper invoice detailing the Goods, Services, Insurance or Construction provided, in duplicate. Such invoice shall include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables for the period of time being billed.

Invoices shall be submitted to:

City of Manassas  
Accounting Division  
P O Box 560  
Manassas, VA 20108

**F. PAYMENT:**

1. In return for the Goods, Services, Construction and/or Insurance that are the subject of this Contract, and subject to the provision of this Contract relating to "Termination for Non-appropriation," the City shall compensate the Contractor within thirty (30) days after receipt of proper invoice for the amount of payment due or thirty (30) days after receipt of the Goods or Services, whichever is later.

CONTRACT NO. \_\_\_\_\_

- 
2. The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications there to. The City will not pay for any rejected deliverable.
  3. With Construction contracts that provide for progress payments in installments based upon an estimated percentage of completion, the City shall retain 5% of the amount earned for work done and materials delivered as retainage, to be paid in the final payment to the Contractor.
  4. Within seven days after receipt of amounts paid to the Contractor by the City for satisfactorily completed performance, the prime contractor agrees to:
    - a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract; or
    - b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

If the Contractor after having received payment from the City fails to pay each subcontractor its proportionate share of the total payment, the Contractor shall be obligated to pay interest to each subcontractor on all amounts that remain unpaid after the seven days following receipt by the Contractor of payment from the City.

5. Unless otherwise provided under the terms of this Contract or by statute, interest shall accrue at a rate of one percent per month against the Contractor on any unpaid amounts owed to each subcontractor.
6. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
7. A Contractor that is an individual must provide his or her social security number and a Contractor that is any form of business entity must provide its federal employer identification number on a completed W-9 "Request for Taxpayer Identification Number and Certification" form, to be mailed to the City of Manassas, Accounting Division's Office, 9027 Center Street, Room 303, Manassas, VA 20110. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. This information is required before payment can be made.

**IV. TERMINATION OF CONTRACT:**

**A. TERMINATION FOR DEFAULT:**

1. 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.
2. Except in an emergency endangering life, safety, or the operation of the City government, the party claiming default shall provide notice and an opportunity to cure the default to the other party before terminating the Contract for default.
  - a. Notice of Default shall be given at least ten business days before the date set for termination and shall set forth the grounds for claiming default of the other party and the steps demanded to cure the default.
  - b. If the party receiving the Notice of Default cures the default before the end of the cure period set out in the Notice, then the party sending the Notice of Default shall not terminate the Contract for default.
3. If the period for cure passes without curing of the default, then the party sending the Notice of Default may send a Notice of Termination for default to the defaulting party.
4. Default of one party shall not excuse the default of the other party. If both parties are in default, either or both may send a Notice of Default and, if warranted, a Notice of Termination.

**B. TERMINATION FOR CONVENIENCE:**

1. The City may terminate this Contract or any work or delivery required hereunder from time-to-time either in whole or in part, whenever the Contract Administrator, with the concurrence of the Purchasing Manager, determines that such termination is in the best interest of the City.
2. Termination may occur in whole or as to any discrete part of the Contract. A partial termination shall set forth the portions of the Contract which are terminated.
3. The effective date of the termination shall be three (3) days after issuance of a Notice of Termination signed by the Purchasing Manager and its mailing or delivery to the Contractor, or any later date specifically set forth in the Notice of Termination.



**C. TERMINATION FOR NON-APPROPRIATION:**

1. If funds are not appropriated for purposes of this Contract for any succeeding fiscal year subsequent to the one in which this Contract is entered into, then the City may terminate this Contract upon thirty (30) days written notice to the Contractor. The notice shall set forth the grounds for termination and its effective date.
2. If the City terminates for non-appropriation, the City shall be liable only for payments due through the effective date of termination.
3. Until the effective date of the termination, the Contractor shall continue to perform its duties under the Contract and is not excused from any portion of the Contract.

**D. CLAIMS UPON TERMINATION:**

1. Upon receipt of a Notice of Termination, the Contractor shall:
  - a. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
  - b. Place no further orders with any subcontractors except as may be necessary to perform any portion of the Contract not subject to the Notice (in the case of partial termination);
  - c. Terminate all subcontractors except to the extent necessary to complete work which was not subject to the Notice (in the case of partial termination);
  - d. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Contract Administrator and the Purchasing Manager; and
  - e. Use its best efforts to mitigate any damages which may be sustained by the Contractor or any of its subcontractors as a consequence of termination under this clause.
2. After complying with the foregoing provisions, the Contractor shall submit a termination claim within thirty days unless an extension is granted by the Contract Administrator. This termination claim shall document all amounts due under this provision.

- a. Upon receipt of the Contractor's termination claim, the Contract Administrator, with the approval of the Purchasing Manager, shall pay from the Using Department's budget the reasonable costs of termination, including a reasonable amount for profit on 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 Goods or Services not delivered, or those Goods, Services, or Insurance not provided, or Construction work not performed. The calculation of the amount to be paid the Contractor shall be documented and made a part of the Contract file.
  - b. If the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Contract Administrator, with the approval of the Purchasing Manager, shall pay the Contractor from the Using Department's budget the amounts determined as follows, without duplicating any amount 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:
      - Cost of the Goods delivered or work performed; and
      - The cost of settling and paying any reasonable claims as provided above; and
      - A sum as profit on work performed determined by the Contract Administrator and Purchasing Manager to be fair and reasonable.
    - ii. The total sum to be paid shall not exceed the original Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of Goods, Services, Construction or Insurance not terminated.
  - c. If the Contractor is not satisfied with any payments which the Contract Administrator and Purchasing Manager determines to be due under this provision, the Contractor may make a claim in accordance with paragraph VI.C.1 herein.
3. The Contractor shall include similar provisions for termination in any subcontracts and shall require subcontractors to make reasonable efforts to mitigate damages if the Contract is terminated. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever for loss or damage sustained by a subcontractor as a consequence of termination.

**V. STATUTORY REQUIREMENTS:**

**A. EMPLOYMENT DISCRIMINATION:**

In all contracts, regardless of contract amount, the Contractor will abide by the provisions of the Americans with Disabilities Act, and will require each subcontractor to do so. If this Contract is for a consideration in excess of Ten Thousand Dollars (\$10,000.00), then during the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal 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 non-discrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this paragraph.
4. The Contractor will include the provisions of this Contract paragraph in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**B. ETHICS IN PUBLIC CONTRACTING:**

The provisions contained in Chapter 43, Article 6, 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, apply to this Contract. The provisions of Article 6 of Chapter 43 supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§ 2.2-3100 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.

**C. DRUG-FREE WORKPLACE:**

During the performance of this Contract the Contractor agrees to:

1. Provide a Drug-Free Workplace for the Contractor's employees.

- 
2. Post in conspicuous places, available to employees and applicants for employment a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  3. State in all solicitations or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a Drug-Free Workplace.
  4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, or so that the provisions will be binding upon each subcontractor or vendor.

**D. FAITH-BASED ORGANIZATIONS:**

The City of Manassas in procuring Goods and Services, or in making disbursements pursuant to this section, shall not discriminate against a faith-based organization on the basis of the organization's religious character or impose conditions that restrict the religious character of the faith-based organization, except funds provided for expenditure pursuant to contracts with public bodies shall not be spent on religious worship, instruction, or proselytizing, or impair, diminish, or discourage the exercise of religious freedom by the recipients of such Goods, Services, or disbursement.

**E. FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:**

1. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Contract. The City may void any Contract with a business entity if the business entity fails to remain in compliance with this provision.

**F. LEGAL COMPLIANCE:**

1. The Contractor shall be solely responsible for complying with all applicable federal, state and municipal laws, codes and regulations during the performance of the Contract.
2. The Contractor has the responsibility to ensure that its forces and its subcontractors under this Contract comply with all applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable State and City safety and occupational health standards. The Contractor is responsible for the safety of its employees. The Contractor has the sole responsibility and authority to prevent 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.
3. The Contractor agrees that it does not, and shall not during the performance of the Contract for Goods and Services, knowingly employ unauthorized alien or aliens as defined in the Federal Immigration Reform and Control Act of 1986.
4. By law, the City will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the City, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the City's criteria for approval.

**VI. DISPUTES:**

**A. GOVERNING LAW:**

This Contract is governed by the law of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 et seq. of the Code of Virginia (1950), as amended. This Contract is also governed by the applicable City Policies.

**B. HOLD HARMLESS:**

1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers, agents, employees, community representatives, volunteers or others working on behalf of the City from any and all claims, judgments, suits, losses, damages, payments, costs, fines and/or fees levied against the City and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this Contract, Contract Documents or any agreement that results from this Contract. Further, if the Contractor subcontracts for work, it will require in its subcontracts that each subcontractor indemnify, defend, and hold harmless the City and its officers, agents, employees and community representatives, from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this Contract.
2. To the fullest extent permitted by law, the Contractor shall also indemnify, defend, and hold harmless the City and its officers, agents, employees, community representatives, volunteers or others working on behalf of the City against all costs, including reasonable attorney's fees, arising from liens encumbering the City's Property filed by subcontractors, sub-subcontractors, material suppliers, and all other persons and entities acting for and under the Contractor, and the Contractor shall immediately discharge or bond such liens off.
3. Virginia is a Dillon Rule state. Unless specifically permitted by statute, indemnification or any attempt to have the City hold others harmless is invalid and unenforceable as an impermissible waiver of the City's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. The City cannot waive its sovereign immunity.

**C. CONDITIONS PRECEDENT TO PURSUIT OF LEGAL REMEDIES:**

Before the Contractor may exercise any legal remedy it may have in relation to rights arising out of this Contract, it must comply fully and strictly with each of the applicable conditions below. Failure to comply fully and strictly with an applicable condition precedent bars the Contractor from exercising any legal remedies it may otherwise have in relation to this Contract until it complies with the condition precedent or the City knowingly and intentionally waives the condition precedent.

1. A Contractor must submit any dispute arising out of this Contract to the Contract Administrator and Purchasing Manager for adjustment. In doing so, it shall provide all relevant evidence that bears on the City's liability for the amount claimed or responsibility to grant any non-monetary relief requested. Claims are forever barred unless (a) written notice of the Contractor's intention to file a claim is given at the time of the occurrence or beginning of the work upon which the claim is based, whichever is earlier and (b) the claim and all relevant evidence that bears on the claim is submitted to the Contract Administrator and Purchasing Manager within 60 days of receipt of final payment.
2. Disputes by the Contractor with respect to this Contract shall be decided within fifteen (15) days from submission by the Purchasing Manager, who shall reduce his/her decision to writing, and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within five (5) days from the date of such decision the Contractor mails or otherwise furnishes the City Manager a written appeal. The City Manager shall consider the appeal and render his or her written decision within seventy (70) days. The decision of the City Manager shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or as not supported by any evidence. Pending a final determination of the claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the Purchasing Manager or the City Manager, as the case may be.
3. The City does not have administrative appeals procedures under Virginia Code § 2.2-4365.

**D. VENUE:**

Any action brought under this Contract must be brought in the state courts for the City of Manassas and may not be removed to the Federal Court system. Contractor expressly waives any objection to venue or jurisdiction of the Prince William County Circuit Court, Manassas, VA.

**E. LIMITATIONS ON ACTIONS:**

Any action brought under this Contract, except an action for breach of warranty, shall be brought within the shorter of the statutory limitations period and the period of three years from the date of final payment without any tolling of this statutory limitations period for any reason whatsoever.

**F. WAIVER OF JURY TRIAL:**

In any action brought under this Contract, the parties expressly waive their right to trial by jury and agree to submit all questions of fact to the judge as trier of fact.

**VII. GENERAL PROVISIONS:**

**A. TIME OF THE ESSENCE:**

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

1. If the Contractor at any time finds that the schedule will not be met for any reason, the Contractor shall so notify the Contract Administrator in writing.
2. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions the Contract Period will be extended in an amount calculated as stated below if a Claim is made for extension in writing and provided to the City within the time frame and in the manner prescribed and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension of the Contract Period under the Contract Documents.
3. Contractor acknowledges and agrees that adjustments in the Contract Period will be permitted for a delay only to the extent such delay (i) is not caused, or could not have been anticipated, by Contractor; (ii) could not be limited or avoided by the Contractor's timely notice to the City of the delay or reasonable likelihood that a delay will occur; and (iii) is of a duration not less than one day. Such an adjustment of time shall be Contractor's sole and exclusive remedy for the delays described in this Section, except to the extent the delay is caused by acts or omissions of the City and due to causes within its control.
4. Actual adverse weather delay days must prevent work on critical activities outdoors for fifty percent (50%) or more of Contractor's scheduled workday in order to be counted. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. Where Contractor is prevented from completing any part of the Work within the Contract Period due to abnormal weather conditions, the Contract Period will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided herein. Abnormal weather conditions occur only if the total number of actual adverse weather days exceeds the standard for that month as shown in the following table:

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
7	7	8	7	8	7	8	8	6	6	6	6



5. Upon commencement of on-site activities and continuing throughout construction, Contractor shall record daily the occurrence of adverse weather and resultant impact to normally scheduled work and within 30 days of the last day of any month (hereinafter referred to as the "Reporting Month"), Contractor shall submit a written adverse weather report, including copies of Contractor's daily weather reports and applicable climatologically data from the National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location, unless the City allows, in writing, an additional period of time for the submission of said report. Notwithstanding any other provisions, failure to submit the required written report within the time specified above shall be deemed to be and shall constitute a waiver by Contractor of any and all claims for delay due to adverse weather conditions occurring during said Reporting Month.
6. The City shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

Contractor shall not be entitled to an adjustment in Contract Price or Contract Period for delays within the control of Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Contractor.

**B. INTERPRETATION AND MODIFICATION OF THE CONTRACT:**

1. This Contract, including its incorporated documents, contains the whole agreement between the parties as to its subject, and no prior or contemporaneous communications, representations, or agreements, written or verbal, may alter, add to, or contradict any provision in it. There are no promises, terms, conditions, or obligations related to the subject of this Contract other than those contained herein.
2. All modifications and changes to the Contract shall be in writing and signed by the Purchasing Manager.
3. If a Court of competent jurisdiction finds any provision of this Contract to be invalid, such ruling shall not invalidate the entire Contract but shall apply only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect to the maximum extent permitted by law.
4. The Contract Administrator, with the concurrence of the Purchasing Manager, shall 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" and signed by the Mayor, City Manager, or Purchasing Manager.

- a. Such orders shall be limited to reasonable changes in the supplies, Services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the 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. Contractor need not perform any work described in any Change Order unless it has received a written certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
- c. The Contractor shall make a demand for payment for completed changed work within 30 days of completion of Change Order, unless such time period is extended in writing, or unless the Contract Administrator requires submission of a cost proposal prior to the initiation of any changed work or Services.
- d. No claim for changes made by Change Order shall be considered if made after final payment in accordance with the Contract.

**C. EXAMINATION OF RECORDS:**

1. The Contractor agrees that the City or any duly authorized representative of the City may 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. This right shall expire on the third anniversary of the issuance of final payment under this Contract.
2. The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative may have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of such subcontractor 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. This right expires on the third anniversary of the issuance of final payment to the subcontractor.

**D. ASSIGNMENT OF RIGHTS:**

1. Antitrust: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular Goods or Services purchased or acquired by the City under said Contract.

2. Warranty: By entering into a Contract, the Contractor conveys, sells, assigns and transfers to the City all warranties related to Goods or Services provided to the City under this Contract.

IN TESTIMONY WHEREOF, the City of Manassas has caused its name to be hereunto subscribed pursuant to authority heretofore duly granted by the City Council of the City of Manassas; and

Contractor has caused its name to be hereunto subscribed by Contractor's Representative, and (if a Corporation) has caused its corporate seal to be duly affixed and attested by the person authorized to do so, signifying that it intends to be bound by this Contract.

CITY OF MANASSAS

By:

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Print Name and Title

CONTRACTOR

By:

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Print Name and Title