

**CONTRACT DOCUMENTS FOR
CONTRACT MOWING**

July 1, 2010 – June 30, 2012

TOWN OF VINTON, VIRGINIA

March, 2010



Planning and Zoning Department
Town of Vinton
311 S. Pollard Street
Vinton, VA 24179

Phone: (540) 983-0601
Fax: (540) 983-0621

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

BIDS will be received by the Town of Vinton, VA (hereinafter called the "OWNER") at the following address:

Code Enforcement Officer
Planning and Zoning Department
311 South Pollard Street
Vinton, VA 24179

until 4:00 PM, April 1, 2010. Any BID received after the time and date specified will not be considered and will be returned unopened. BIDS received will then be publicly opened and read aloud after 4:00 PM in the Town Council Chambers, Vinton Municipal Building, 311 South Pollard Street, Vinton, VA.

2. PREPARATION OF BID

A. Each BID must be submitted on the forms included here within a sealed envelope and plainly marked as indicated below and in the ADVERTISEMENT FOR BIDS. The BIDDER is required to use this form and return the entire booklet, intact. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another sealed envelope addressed to the OWNER at the address stated in paragraph 1 above.

B. Each sealed envelope which contains a BID must be plainly marked on the outside as "BID FOR THE TOWN OF VINTON, VIRGINIA". The sealed envelope shall also bear the following information on the outside:

Name of the Bidder
Bidder's Address (Mailing and Street)
Business License Location & Number
Name of Contract for Bid Submitted

C. The FORM OF BID must be completed in ink or by typewriter. The price of the BID must be stated **legibly** in words and numerals where required and as indicated. In case of conflict, the words shall take precedence. In any case of an arithmetic error, unit price(s) shall govern.

D. BIDS must be executed in the name of the corporation or individual if self-employed. If an individual, the form must be signed by the individual responsible for the work. All names must be typed or printed below the signature. The official address of the firm or individual must be included below the signature.

E. The BIDDER shall make acknowledgment in the space provided on the FORM OF BID for the

receipt of all ADDENDA.

3. COMMENTS ON CONTRACT DOCUMENTS

All questions about the meaning or intent of the CONTRACT DOCUMENTS shall be submitted to the OWNER in writing. Replies will be issued by ADDENDA mailed or delivered to all parties recorded by OWNER as having received the bidding documents. Only questions answered by formal written ADDENDA will be binding. Oral and other interpretations or clarifications will be without legal effect.

4. WITHDRAWAL OF BIDS

- A. BIDDER may withdraw his/her BID, either personally or by written request, at any time prior to the scheduled time for opening of BIDS.
- B. A BIDDER may withdraw his/her BID from consideration only if the price BID was substantially lower than the other BIDS due solely to a mistake therein, provided the BID was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a BID, which unintentional arithmetic error or unintentional omission can be clearly shown by documents and materials used in the preparation of the BID sought to be withdrawn.
- C. Should the BIDDER desire the opportunity to withdraw his/her BID, he/she shall submit to OWNER his/her ORIGINAL work papers, documents and materials used in the preparation of the BID within one working day after the date fixed for the submission of BIDS. The work papers shall be delivered by the BIDDER in person or by registered mail at or prior to the time fixed for the opening of BIDS in a sealed envelope clearly identified. Such mistake shall be proven only from the ORIGINAL work papers, documents and materials delivered as required herein.
- D. No BID may be withdrawn when the result would be the awarding of the Contract to the same BIDDER or to any other BIDDER in which the withdrawing BIDDER has any interest.
- E. If a BID is withdrawn, the next lowest responsible and responsive BID shall be deemed to be the low BID.
- F. No BIDDER who is permitted to withdraw a BID shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the PROJECT for which the withdrawn BID was submitted.
- G. If the OWNER denies the withdrawal of a BID, it shall notify the BIDDER in writing stating the reasons for its decision.

5. BID VALIDITY PERIOD

- A. The associated prices contained in all BIDS shall remain in effect for a period of sixty (60) days following the opening of BIDS. BIDS shall be subject to acceptance by the OWNER during this period.
- B. The form of Agreement and Notice of Award will be issued prior to expiration of this period and this period shall be extended by written, mutual agreement only. The length and conditions of any extension will be made in written form.

6. CONDITIONS OF WORK/OBLIGATIONS OF BIDDER

- A. The BIDDER shall examine the Specifications and any other Contract Documents, and inform himself/herself thoroughly regarding any and all conditions and requirements, including the installation schedule, that may in any manner affect the work to be performed under the Contract. Ignorance on the part of the BIDDER will in no way relieve him/her of the obligations of the Contract.
- B. The BIDDER, by the submission of his/her BID, agrees that he/she shall be held responsible for making himself/herself aware, from his/her own personal knowledge and experience, the location of the work, conditions of the job, and all other physical characteristics of the job, in order that he/she may include all costs for supplying the equipment, and all costs pertaining to the work.

7. ENTIRE AGREEMENT

The CONTRACT DOCUMENTS constitute all provisions required to fulfill the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the BIDDER or relieve him/her from fulfilling any of the conditions of the AGREEMENT.

8. METHOD OF AWARD

- A. The Total Cost Per Job in each category will be added together and an average will be calculated, which will determine the low bid. The lowest responsible and responsive person, firm, or corporation will be determined to be the low BIDDER. For the purpose of this determination, responsible BIDDER shall mean a person or firm who has the capability in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability which will assure good faith performance; and responsive BIDDER shall mean a person or firm who has submitted a BID which conforms in all material respects to the ADVERTISEMENT FOR BID.
- B. If a BID is withdrawn, the next lowest responsible and responsive BIDDER shall be deemed to be the low BIDDER.
- C. The OWNER reserves the right to reject any or all BIDS which, in its judgement, is in the best interest of the Town.

9. NOTICE OF AWARD

Within ten (10) days of action by OWNER to award the Contract, the successful BIDDER shall be notified by issuance of NOTICE OF AWARD. NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT.

10. AGREEMENT

A. Within ten (10) days of receipt of NOTICE OF AWARD, BIDDER shall furnish the OWNER with an AGREEMENT, with terms and conditions as provided herein, signed by the party to whom the Contract was awarded.

11. NOTICE TO PROCEED

A. The OWNER within ten (10) days of receipt of acceptable AGREEMENT shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by written notice withdraw his signed AGREEMENT without further liability on the part of either party. Such notice of withdrawal shall be effective upon the notice by the OWNER.

B. The NOTICE TO PROCEED shall be issued at the OWNER'S discretion within twenty (20) days of signing the AGREEMENT. Should there be any reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the twenty (20) days period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

12. FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over the contracted work shall apply to the Contract throughout.

13. PERIOD OF CONTRACT

A. The period of this contract shall be from July 1, 2010 through June 30, 2012. Prices shall remain firm for the term of the contract, unless otherwise stipulated. The OWNER may cancel without penalty to either party, any portion or the entire contract, upon 60 days written notice to the CONTRACTOR. Any contract cancellation shall not relieve the CONTRACTOR of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

B. The Town has the right to extend this contract up to and not to exceed one hundred twenty (120)

days following the contract completion date.

- C. Automatic contract renewals are prohibited. Contract renewals must be authorized by the Town Manager. The Town reserves the right to renew the contract for four (4) additional years, one (1) year at a time. This contract may be renewed at the expiration of its term by agreement of both parties. Price may be negotiated prior to each renewal period.
- D. Notice of intent to renew will be given to the Contractor in writing by the town, normally sixty (60) days before the expiration date of the current contract.
- E. It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Town Council. In the event that the Town Council does not grant necessary funding appropriations then the affected contract becomes null and void, effective July 1 of the fiscal year for which such approvals have been denied.

14. PAYMENTS TO CONTRACTOR

- A. The CONTRACTOR shall submit monthly invoices or request for payment for the work completed for that month. A separate invoice must be submitted for each job location. Each invoice must show the job number that has been assigned to that job location. All invoices must itemize work performed, and include the date that the work was performed. All work items must be inspected and approved after work is performed to be eligible for payment. Payment to the CONTRACTOR shall be within thirty (30) days of receipt of the invoice or request for payment.
- B. At the request of the OWNER, the CONTRACTOR shall submit an invoice for a specific property within two (2) business days after the completion of the job.

15. SPECIAL CONDITIONS

- A. The CONTRACTOR agrees to furnish and maintain during the period of this Agreement, at its own cost, policies of insurance as follows:
 - 1. Covering the legal liability of the CONTRACTOR, and/or its SUBCONTRACTOR who may be engaged in the work, to pay claims for personal injuries to the CONTRACTOR'S employees and for death resulting there from under applicable Workman's Compensation Law. The amount of this policy shall be no less than \$500,000.
 - 2. Covering the legal liability of the CONTRACTOR, and/or its SUBCONTRACTOR who may be engaged in the work, to pay claims or damages for personal injuries (including death) on account of accidents to persons other than employees of the CONTRACTOR, and/or its SUBCONTRACTOR, and to pay claims for property and equipment damages arising from operations under this agreement. The amount of this policy shall be no less than \$1,000,000.

The CONTRACTOR shall provide the OWNER with a certificate issued by the insurance carrier or broker which evidences the coverage described above to the satisfaction of the Town. If the proof of insurance has not been received by the OWNER within ten (10) days of the signing of the contract, or within the period mutually agreed upon, the OWNER may terminate the AGREEMENT without further liability on the part of either party.

- B.** CONTRACTOR shall supply the proper equipment and materials for all work requested. The proper equipment and materials include, but are not limited to: lawn mowers, edge trimmers (i.e. weed eater), tree and brush trimmers, and rotary mowers (i.e. bush hog), as well as the proper equipment for the disposal of brush, debris, mown grass and weeds. If such equipment or materials must be rented, the CONTRACTOR shall be responsible for the cost of such rental.
- C.** The work will be performed at the request of THE OWNER in response to enforcing the Town's Weed Control Ordinance. Requests will be in writing and be given to the CONTRACTOR in person, by mail, or by facsimile.
- D.** If the OWNER requests work performed on a property where debris would prohibit the proper clearing of the property, the CONTRACTOR shall be responsible for the clearing and removal of the debris.
- E.** The CONTRACTOR will be expected to perform the requested work within five (5) business days of receiving the written request to perform the work. If the CONTRACTOR will not be able to perform the requested work within five (5) business days, the CONTRACTOR must contact the OWNER prior to the end of the fifth business day to determine a mutually agreed upon time period for completion of the job.
- F.** The OWNER will not request more than ten (10) separate jobs per work week unless otherwise agreed upon by the CONTRACTOR.
- G.** Each separate mowing job must be inspected by the OWNER upon completion of the job. The CONTRACTOR will be expected to contact the OWNER within one (1) business day after the completion of the job, so that the OWNER may inspect the property in a timely fashion.
- H.** Disposal of brush, debris, mown grass and weeds, debris, and related costs of the disposal, is the responsibility of the CONTRACTOR.
- I.** The number of requested mowing jobs will vary and no guarantee is made for a minimum or maximum workload.
- J.** An up-to-20% increase in agreed hourly costs will be given where difficult mowing conditions exist. Such conditions are when the majority of the mowed parcel has an average slope greater than 2:1 or where more than 50% of the parcel is covered with brushy vegetation. This adjustment is valid only when the OWNER and CONTRACTOR agree to the adjustment prior to the work being done. If the OWNER feels that the requested work is subject to this adjustment, it will be included in the written request for work.

16. FAILURE TO PERFORM

- A.** In the event that the CONTRACTOR does not perform the requested work within the timeframe specified in this document, and the CONTRACTOR did not contact the OWNER as specified in this document, for each day of delay, five percent (5%) of the total invoice amount for each job not completed on time will be deducted from the CONTRACTOR'S invoice. The CONTRACTOR will be notified in writing prior to issuance of the invoice and instructed to fill in the line item "non-performance deductions" on the invoice. In the event that this line item is not included, but required, the invoice will be returned to the contractor for correction.
- B.** In the event that the CONTRACTOR does not perform the requested work to the satisfaction of the OWNER, the OWNER, at its sole discretion, reserves the right to reduce the contract amount of the original invoice for a job by an amount no less than 5% and no greater than 50%, based upon the OWNER'S determination of the work not completed satisfactorily. The OWNER will first provide notice to the CONTRACTOR of the OWNER'S dissatisfaction with the work and, unless the OWNER must make immediate arrangements to have the work performed by others, the OWNER may require the CONTRACTOR to return to the job location within a specified period of time to complete the requested work without additional charge to the OWNER. The delay provisions of section 16(A) will then apply to the invoice.
- C.** Non-performance shall be defined as:
1. Failure to complete work as requested by the OWNER, within the timeframe specified in this document.
 2. Failure to satisfactorily complete work as requested by the OWNER.

17. ATTACHMENT(S)

1. General Terms and Conditions

- END OF INSTRUCTION TO BIDDERS -

BID FORM

NOTICE: This bid must be executed in ink and must not be removed from this document.

Bid of: _____
(Bidder's Name)

For Contract No.: **VEGETATION CONTROL**

TOWN OF VINTON, VIRGINIA

VEGETATION CONTROL

To: Code Enforcement Officer
Planning and Zoning Department
311 South Pollard Street
Vinton, VA 24179

herein called the OWNER.

- I. Pursuant to and in compliance with your Advertisement dated March 11, 2010, inviting proposals to be received until April 1, 2010, at 4:00 P.M., for the services:

**Vegetation Control
Mowing – July 1, 2010 through June 30, 2012**

Having carefully examined the Contract Documents and being familiar with the location and the various conditions affecting the work, the undersigned hereby offers to furnish all labor, materials, supplies, equipment and other facilities and things necessary, proper or incidental to the services as required by and in strict accordance with the applicable provisions of the Contract Documents issued by the OWNER and mailed to the undersigned prior to the date for the opening of bids, whether received by the undersigned or not, for the sums, to-wit:

VEGETATION CONTROL WORK

Furnish all material, equipment and labor necessary to cut overgrown vegetation that is not in compliance with Vinton’s Town Code weed control ordinance. This work will be done in accordance with the specifications listed in the contract documents, specifically, SECTION 00100, INSTRUCTIONS TO BIDDERS. The contractor will act as an official agent of the Town of Vinton in performing this work.

PLEASE PRINT ON EACH PAGE OF BID FORM

(BIDDER’S NAME)

WORK ITEM NO. 1:

Costs to perform referenced vegetation control work:

Total Area (SF) of Job*	# of Employees To Be Used For Job	Cost Per Employee Per Hour	Total Cost for Employees	Total Cost for Equipment	Total Cost Per Job
1 – 2,000 SF					
2,001 – 5,000 SF					
5,001 – 10,000 SF					
10,001 – 15,000 SF					
15,001 – 20,001 SF					
20,001 – 30,000 SF					
30,001+ SF					
Extra Mowing as Directed (i.e. other properties or frequencies as deemed by the owner)					

* **One acre = 43,560 SF**

II. The Contractor should be available immediately upon execution of the Contract between the OWNER and CONTRACTOR.

III. The Contract between the OWNER and CONTRACTOR shall be for two full seasons, beginning July 1, 2010 and ending June 30, 2012.

IV. The Town of Vinton will award the Contract on the basis of the total bid as listed. In addition, the Town of Vinton reserves the right to reject any or all bids, or to accept the bid, which, in its judgment, will be in the best interest of the Town.

V. The undersigned agrees, upon receipt of written notice of the acceptance of this bid, within 10 days after the date of opening of bids, to execute the Contract, in accordance with the bid as accepted.

VI. The undersigned hereby designates as his/her office to which such notice of acceptance may be mailed, telegraphed or delivered:

PLEASE PRINT ON EACH PAGE OF BID FORM

(BIDDER'S NAME)

VII. This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

VIII. BIDDER'S WARRANT

A. The Bidder, in submitting the Bid, warrants that prior to bidding,

1. To the extent he/she deems it necessary or desirable, he/she has reviewed the Contract Documents and is familiar with the work conditions of the job to be performed.
2. Has had ample opportunity to request clarification from the OWNER and the AUTHORIZING AGENT about any part of the Contract Documents which are not entirely clear to him/her or about which he/she has any questions or reservations and that, to the extent he/she has elected to request clarification, he/she has received satisfactory responses, and;

The Bidder agrees, if awarded the Contract, that unless otherwise specifically permitted by this Agreement he/she will not make any claims of any nature against the OWNER including, but not limited to, requests for Change Orders or extra compensation or institute any suits or arbitration against the OWNER or join the OWNER as an additional party in any dispute, litigation or arbitration arising out of or in any way associated with Items 1 or 2 described above.

Licensed to do Business within the Commonwealth of Virginia.

License No. _____ 201 _____

Contractor _____

By _____

Witness _____ Title _____

Date _____ Address _____

B. Telephone No. _____

PLEASE PRINT ON EACH PAGE OF BID FORM

(BIDDER'S NAME)

INDIVIDUAL

An individual doing business under the firm name and style of:

Witness:

By: (Individual's Name)
(Sign)

Date _____ Address

PARTNERSHIP

Co-partners trading and doing business under the firm name and style of:

Witness:

By: (Partner's Name)

Date _____ Address

PLEASE PRINT ON EACH PAGE OF BID FORM

(BIDDER'S NAME)

CORPORATION

A corporation organized under the laws of VIRGINIA

(CORPORATE SEAL)

Attest:

By: (Officer)
(Sign)

(Secretary)

Date _____ Address _____

PLEASE PRINT ON EACH PAGE OF BID FORM

(BIDDER'S NAME)