

ADDENDUM NUMBER 1

SIDEWALL ODOR MITIGATION SYSTEM PROJECT

**BRISTOL INTEGRATED SOLID WASTE MANAGEMENT FACILITY –
SOLID WASTE PERMIT #588**

BRISTOL, VIRGINIA

Prospective Bidders are hereby advised of the following revisions to the Bid Documents for the subject Project:

- The following changes were made to Section 00 11 16 - Invitation to Bid:
 - Bid labeling revised to reflect a change to the due date (now November 29, 2022) and clarify that bids should be submitted to the Offices at 300 Lee Street.
 - Page 1 revised to reflect a change to the due date (now November 29, 2022).
- The following changes were made to Section 00 41 13 – Bid Form
 - Addendum 1 was added to the table in Item 5.3.
- The following changes were made to Section 00 77 00 – Terms and Conditions:
 - A paragraph was added to the beginning of Item H to address Title VI of the Civil Rights Act

The following attachments are also included as part of this Addendum:

- Pre-Bid Meeting Sign-in Sheet

This Addendum must be identified in Item No. 5.3 of Section 00 41 13 Bid Form.

The deadline for receiving sealed Bids has changed to 2:00 local time on the 29th day of November 2022, as stated in the revised Section 00 11 10 Invitation to Bid.



DOCUMENT 00 11 16

INVITATION TO BID

Project: Bristol ISWMF Landfill Sidewall Odor Mitigation System Construction

Owner:

City of Bristol
2655 Valley Drive
Bristol, VA 24201

Engineer:

SCS Engineers
15521 Midlothian Turnpike, Suite 305
Midlothian, VA 23113 USA

Date: November 21, 2022

Prospective Bidders

Your firm is invited to submit a sealed Bid clearly labeled as follows:

City of Bristol, VA
Attention: Emily Compton, Procurement Specialist
300 Lee Street
Bristol, VA 24201
Bid on Sidewall Odor Mitigation System
Due Date: November 29, 2022 2:00 PM
ITB# SW-23-010

Bids should be submitted to the City of Bristol for construction of a landfill sidewall odor mitigation system. The Owner will receive Bids at the City of Bristol, Virginia Offices at 300 Lee Street, Bristol, VA 24201, until 2:00 local time on the 29th day of November 2022, for the following project:

Description:

The Owner requires the Project to be completed in 180 calendar days from date of award of contract. Parts of the Work must be substantially completed on or before the following Milestone(s):

- Phase 1 Completion - December 31, 2022

Electronic Bidding Documents may be obtained from the City of Bristol's website or the office of the Engineer by emailing aworth@scsengineers.com.

Hard Copies of Bidding Documents may be obtained from the office of the Engineer at a cost of \$200.00 for one set.

An optional Pre-Bid Conference will be held at 2:00 PM on the 15th day of November 2022 at the Bristol Integrated Solid Waste Management Facility, 2655 Valley Drive, Bristol, VA 24201. Prospective Bidders are encouraged to attend this meeting. Site visits other than the pre-bid meeting should be coordinated with Mike Martin by calling 1 (276) 645-7380. Bidders that do not attend the Pre-Bid Conference must schedule at least one site visit prior to Bid submittal.

Bidders should submit questions to the Engineer at the pre-bid meeting or via e-mail to aworth@scsengineers.com prior to the pre-bid meeting.

Submit your Bid on the Bid Form provided. Bidders are required to complete Bid Form 00 41 13. Bidders may supplement this form as appropriate.

Your Bid will be required to be submitted under a condition of irrevocability for a period of 60 days after submission subject to Section 2.2-4330 of the Code of Virginia, as amended.

The Owner reserves the right to accept or reject any or all Bids.

END OF DOCUMENT 00 11 16

SECTION 00 41 13

BID FORM

1.0 OWNER AND BIDDER

1.1

This Bid is submitted to: City of Bristol 300 Lee St, Bristol, VA 24201

1.2

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.0 ATTACHMENTS TO THIS BID

The following documents are submitted with and made a condition of this Bid:

- Required Bid security;
- List of Proposed Subcontractors;
- List of Proposed Suppliers;
- Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- Required Bidder Qualification Statement with supporting data.

3.0 BASIS OF BID—UNIT PRICES

3.1 UNIT PRICE BIDS

Bidders should submit prices for the construction of the sidewall odor mitigation system. Bids will be evaluated on the lowest total price. Payment applications will be submitted separately for each category and the City of Bristol may elect to make separate payments for each category.

3.1.1 Unit Price – Sidewall Odor Mitigation System

#	Description	Unit ^{1,2}	Unit Price	Phase 1 Estimated Quantity	Phase 2 Estimated Quantity	Phase 1 Subtotal	Phase 2 Subtotal
1	Mobilization/Demo bilization	LS	N/A	1	1	\$	\$
2	Health and Safety Planning and Accommodations	LS	N/A	1	1	\$	\$
3	Blower/Flare Piping Improvements	LS	N/A	1	0	\$	
4	Perimeter LFG Horizontal Collector - Materials	Linear Ft	\$	0	4700	\$	\$
5	Perimeter LFG Horizontal Collector - Installation	Linear Ft	\$	222	4700	\$	\$
6	Sidewall Preparation and Repair	Linear Ft	\$	222	4700	\$	\$
7	External Odor Mitigation System Horizontal Collector - Materials	Linear Ft	\$	0	4700	\$	\$
8	External Odor Mitigation System Horizontal Collector - Installation	Linear Ft	\$	222	4700	\$	\$
9	Low Permeability Soil Plug – Materials	Linear Ft	\$	0	4700	\$	\$
10	Low Permeability Soil Plug – Installation	Linear Ft	\$	222	4700	\$	\$
11	Soil Cover - Materials	Linear Ft	\$	0	4700	\$	\$
12	Soil Cover - Installation	Linear Ft	\$	288	4700	\$	\$
13	Temporary Termination of Pilot System	Each	\$	2	0	\$	\$
14	Horizontal Collector Wellhead	Each	\$	4	48	\$	\$

¹ LS indicates lump sum price

² Per linear ft of OMS indicates pricing is per installed linear foot of the Odor Mitigation System

#	Description	Unit ^{1,2}	Unit Price	Phase 1 Estimated Quantity	Phase 2 Estimated Quantity	Phase 1 Subtotal	Phase 2 Subtotal
15	Isolation Valves	Each	\$	3	0	\$	\$
16	4" Landfill Gas Header - Materials	Ft	\$	0	12,000	\$	\$
17	4" Landfill Gas Header - Installation	Ft	\$	800	12,000	\$	\$
18	2" Airline and 4" Forcemain - Materials	Ft	\$	0	1000	\$	\$
19	2" Airline and 4" Forcemain - Installation in trench	Ft	\$	200	1000	\$	\$
20	Perimeter LFG Horizontal Collector Pump	Each	\$	1	5	\$	\$
21	External Odor Mitigation System Horizontal Collector Pump	Each	\$	1	5	\$	\$

3.1.2 Total Bid Price

Total Phase 1 Price	\$
Total Phase 2 Price	\$
Total for Phase 1 and Phase 2	\$

4.0 TIME OF COMPLETION

4.1 TIME IS OF THE ESSENCE

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

4.2 CONTRACT TIMES

Bidder agrees that Phase 1 of the Work will be substantially complete within 30 calendar days after the date when the Contract Times commence to run. Bidder agrees that Phases 1 and 2 of the Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run, and will be completed and ready for final payment within 180 calendar days after the date when the Contract Times commence to run.

4.3 MILESTONES

Parts of the Work must be substantially completed on or before the following Milestone(s):

- Phase 1 Completion - December 31, 2022

4.4 LIQUIDATED DAMAGES

Bidder accepts the provisions of the Terms and Conditions as to liquidated damages.

5.0 BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.1 BID ACCEPTANCE PERIOD

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.2 INSTRUCTIONS TO BIDDERS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.3 RECEIPT OF ADDENDA

Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum 1	November 21, 2022

6.0 BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.1 BIDDER'S REPRESENTATIONS

6.1.1

In submitting this Bid, Bidder represents the following:

6.1.1.1

Bidder has examined and carefully studied the Bidding Documents, including Addenda.

6.1.1.2

Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

6.1.1.3

Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

6.1.1.4

Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

6.1.1.5

Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6.1.1.6

Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

6.1.1.7

Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6.1.1.8

Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

6.1.1.9

Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

6.1.1.10

The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.1.1.11

The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.2 BIDDER'S CERTIFICATIONS

6.2.1

The Bidder certifies the following:

6.2.1.1

This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

6.2.1.2

Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

6.2.1.3

Bidder has not solicited or induced any individual or entity to refrain from bidding.

6.2.1.4

Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.2.1.4:

6.2.1.4.1

Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

6.2.1.4.2

Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

6.2.1.4.3

Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

6.2.1.4.4

Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

END OF SECTION 00 41 13

SECTION 00 70 00

TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these Terms and Conditions or intending to propose additional or alternative language must (a) identify with specificity the City Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their bid. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate terms and conditions may result in rejection of the bid.

A. Procedures

The extent and character of the services to be performed by the Offeror shall be subject to the general control and approval of the City and their authorized representative(s). Any change to the Contract must be approved in writing by the City.

B. Delays and Delivery Failures

The Offeror must keep the City advised at all times of services' status relative to the schedule as agreed upon by the parties. If delay is foreseen, the Offeror shall give immediate written notice to the Purchasing Department and include an expected resolution timeframe. Should the Offeror fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within the resolution timeframe submitted with the delay notification or should the Offeror fail to make a timely replacement of rejected items /services when so required, the City may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Offeror shall reimburse the City for all costs in excess of the Agreement price when purchases are made in the open market; or in the event that there is a balance the City owes to the Offeror from prior transactions, an amount equal to the additional expense incurred by the City as a result of the Offeror's nonperformance shall be deducted from the balance as payment.

C. Business, Professional, & Occupational License Requirement

All firms or individuals doing business in the City are required to be licensed in accordance with the City Code Section 18-28. - License Requirement.

Questions regarding licensing should be directed to the Office of Commissioner of Revenue, telephone (276) 645-7316.

D. Authorization to Conduct Business in the Commonwealth

A contractor organized as a stock or nonstock 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 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act 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 the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

E. Insurance

1. The Offeror shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Offeror assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.
2. The Offeror and all sub-offerors shall, during the continuance of the work under the Contract, provide the following:
 - a. Workers' Compensation and Employer's Liability to protect the Offeror from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. Comprehensive General Liability insurance to protect the Offeror, and the interest of the City, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
 - c. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Offeror.
 - d. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Offeror resulting from any action or operation under the Contract or in connection with the contracted work.
3. The Offeror agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - a. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
 - b. Employer's Liability:

- i. Each Accident: \$1,000,000
 - ii. Disease, Each Employee: \$1,000,000
 - iii. Disease, Policy Limit: \$2,000,000
 - c. Commercial General Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - iii. Commercial General Liability shall include bodily injury and property damage, personal injury, advertising injury, products and completed operations coverage. General Aggregate limit shall apply separately to the project. Contractor's insurance coverage shall be primary and non-contributory.
 - d. Automobile Liability: Combined Single Limit of \$1,000,000
 - e. Professional Liability:
 - i. General Aggregate \$2,000,000
 - ii. Each Occurrence \$1,000,000
 - f. Umbrella Liability: \$2,000,000 per occurrence.
4. The following provisions shall be agreed to by the Offeror:
- a. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the City. The Offeror shall furnish a new certificate prior to any change or cancellation date. The failure of the Offeror to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - b. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Offeror has been issued on a "claims made" basis, the Offeror must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Offeror must either:

 - i. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work under this Contract,
 - or
 - ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 - c. The Offeror must disclose the amount of deductible/self-insured retention

applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The City reserves the right to request additional information to determine if the Offeror has the financial capacity to meet its obligations under a deductible /self-insured plan. If this provision is utilized, the Offeror will be permitted to provide evidence of its ability to fund the deductible /self-insured retention.

- d. Origin of Insurance
 - i. The Offeror agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - ii. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Offeror's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
 - e. Required Certificates
 - i. The Offeror will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - ii. The Offeror will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the City. These certified copies will be sent to the City from the Offeror's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.
 - iii. Any certificates provided shall indicate the Contract name and number.
 - f. The City, its officers and employees shall be Endorsed to the Offeror's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the City may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the City along with a copy of the Endorsement.
 - g. Compliance by the Offeror with the foregoing requirements as to carrying insurance shall not relieve the Offeror of their liabilities provisions of the Contract.
5. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Offeror shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
7. The Offeror is to comply with the Occupational Safety and Health Act of 1970,

Public Law 91-956, as it may apply to this Contract.

8. If an "ACORD" Insurance Certificate form is used by the Offeror'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.
9. The Offeror agrees to waive all rights of subrogation against the City, its officers, employees, and agents.

F. Hold Harmless

The Offeror shall indemnify and hold harmless the City, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, and suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable professional standard of care by the Offeror and /or its subcontractors. The Offeror agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The City is prohibited from indemnifying Offeror and/or any other third parties.

G. Safety

All Offerors and sub-offerors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Offerors and sub-offerors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

H. Anti-Discrimination

The City of Bristol, VA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By submitting their bids, offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public

funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Ethics in Public Contracting

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

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests 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.

J. Drug-free Workplace

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-offeror or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to an Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

K. Immigration Reform and Control Act of 1986

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

L. Exemption from Taxes

Pursuant to Va. Code § 58.1-609.1, the City is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Offeror shall not charge the City for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Offeror, and the Offeror shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by an Offeror for incorporation in or use on a construction project. Nothing in this section shall prohibit the Offeror from including its own sales tax expense in connection with the Contract in its Contract price.

M. Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a City issued Purchase Order. The Offeror shall not accept credit card orders or payments.

The Offeror shall submit invoices, at the completion of tasks and submission of deliverables; such statement to include a detailed breakdown of all charges for that deliverable.

Payments for services are to be requested as monthly billings submitted by Offeror by the end of the calendar month and payable by the City within 30 days of receipt.

All such invoices will be paid timely by the City unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror shall provide complete cooperation during any such investigation.

All invoices shall be forwarded to the following address:

Director of Public Works
City of Bristol, Virginia
2515 Valley Drive
Bristol, VA 24201

Individual Offerors shall provide their social security numbers and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

Offeror shall provide a current Form W-9 – Request for Taxpayer Identification Number and Certification.

N. Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Contract, the Offeror shall either:

1. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Contract; or
2. Notify the City and subcontractor, in writing, of his/her intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Offeror shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item 2 above.

Unless otherwise provided under the terms of this Contract interest shall accrue at the rate of one percent (1 %) per month.

The Offeror 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 as set forth above with respect to each lower-tier subcontractor.

The Offeror's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

O. Substitutions

NO substitutions, additions or cancellations, including those of key personnel are permitted after Contract award without written approval by the Purchasing Department. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as that employee works for the Offeror, either as an employee or subcontractor unless the City agrees to the substitution. Requests for substitutions will be reviewed by the City and approval may be given by the City at its sole discretion. The City shall be notified immediately by the Offeror when the substitution of key personnel or those identified in the bid may be necessary. The substitution process shall be complete within 14 calendar days of the Offerors notification to the City.

P. Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Purchasing Department. The rights and obligations of the Offeror are personal and may be performed only by the Offeror. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

Q. Termination

Subject to the provisions below, the Contract may be terminated by the City upon thirty (30) days advance written notice to the Offeror; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the City until said work or services are completed and accepted.

1. Termination for Convenience

The City may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

2. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Offeror shall not be entitled to termination costs.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Offeror shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

4. Availability of Funds

It is understood and agreed between the parties herein that the City of Bristol

Virginia shall be bound hereunder only to the extent of the funds appropriated and available or which may hereafter become available for the purpose of this agreement.

R. Contractual Disputes

The Offeror shall give written notice to the City Manager of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Offeror shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the City Manager by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City Manager shall reduce his decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Offeror within thirty (30) days of the City's receipt of the claim.

The City Manager's decision shall be final unless the Offeror appeals within thirty (30) days by submitting a written letter of appeal to the City Manager, or his designee. The City Manager shall render a decision within sixty (60) days of receipt of the appeal.

No Offeror shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

S. Prime Offeror Responsibilities

The Offeror(s) shall be responsible for completely supervising and directing the work under the resulting Contract(s) and all subcontractors that they may utilize. Subcontractors who perform work under the resulting Contract shall be responsible to the prime Offeror. The Offeror agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them.

T. Ownership of Documents

Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Offeror in the performance of its obligations under the Contract shall be the exclusive property of the City, and all such materials shall be returned to the City upon completion, termination, or cancellation of this Contract. The Offeror shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Offeror's obligations under the resulting Contract without the prior written consent of the City. However, the Offeror may retain file copies which cannot be used without prior written consent of the City. The City agrees that the Offeror shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified when the Offeror is not the firm of record.

U. Submissions

All Project correspondence, design/review documents, reports etc., prepared by the Offeror shall be distributed to the City Manager for each major phase and sub phase of the Project in the quantities as directed. Within thirty (30) days of completion of each Project phase, submit a Project phase completion report with phase documents to the City Manager.

V. Responsibility for Claims and Liabilities

The City's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the City of any rights or of any cause of action arising out of the Contract. The Offeror shall be and remains liable to the City for the accuracy and competency of plans, specifications, or other documents or work and Offeror is responsible to the City for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

W. Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

X. Governing Law /Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of law's provisions. Any judicial action shall be filed in the Circuit Court for the City of Bristol, Virginia. Offeror expressly waives any objection to venue or jurisdiction of the Circuit Court for the City of Bristol, Virginia. Offeror expressly consents to waiver of service of process in an action pending in the Circuit Court for the City of Bristol, Virginia pursuant to Virginia Code § 8.01-286.1.

Y. Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO OFFEROR:
TBD

TO CITY OF BRISTOL VIRGINIA:
City of Bristol Virginia
Purchasing Department
Emily
300 Lee Street
Bristol, VA 24201

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

Z. Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

AA. Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Offeror has no entitlement and City has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Offeror due to an event of force majeure.

BB. Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

CC. Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

DD. Workmanship and Inspection

All services provided under this Contract shall be performed in a skillful, workmanlike and professional manner. The Offeror and its employees shall be professional and courteous at all times. The City may, in writing, require the Offeror to remove any employee from work for reasonable cause, as determined by the City. Further, the City may, from time to time, make inspections of the services performed under this Agreement. Any inspection by the City does not relieve the Offeror of any responsibility in meeting the Agreement requirements. Offeror employees that have been removed at the direction of the City shall be replaced within seven calendar days after City notification.

EE. Debarment Status

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or Federal Government from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or Federal Government. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the nondebarred vendor will be debarred for the same time period as the debarred vendor.

FF. Supremacy Clause

Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in the City of Bristol, Virginia's Invitation to Bid or Request for Proposal prevail over contrary terms and conditions contained in the bidder's/proposer's response.

GG. Equal Employment Opportunity

The offeror hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post

in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The offeror further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the offeror so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The offeror agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The offeror further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the offeror agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the offeror under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such offeror; and refer the case to the Department of Justice for appropriate legal proceedings.

HH. Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Bristol Virginia 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 of Bristol Virginia under said contract.

II. Liquidated Damages

If the Contractor fails to achieve Milestone #1 Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as Step One Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Milestone #1 Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Milestone #1 Completion of the Work:

One Thousand Dollars (\$1,000.00) per consecutive calendar day for up to 15 Calendar Days beyond expiration of the Contract Times; then,

Two Thousand Dollars (\$2,000.00) per consecutive calendar day after 15 Calendar Days beyond expiration of the Contract Times

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as Step Two Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Substantial Completion of the Work:

One Thousand Dollars (\$1,000.00) per consecutive calendar day for up to 15 Calendar Days beyond expiration of the Contract Times; then,

Two Thousand Dollars (\$2,000.00) per consecutive calendar day after 15 Calendar Days beyond expiration of the Contract Times

If the Contractor fails to achieve Final Completion of the Work within the Contract Time, as Step Three Liquidated Damages and not as a penalty, the following per diem amount commencing upon the first day following the actual date of Substantial Completion and continuing until the actual date of Final Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed Final Completion of the Work:

One Thousand Dollars (\$1,000.00) per consecutive calendar day for up to 15 Calendar Days beyond expiration of the Contract Times; then,

Two Thousand Dollars (\$2,000.00) per consecutive calendar day after 15 Calendar Days beyond expiration of the Contract Times

The Owner may deduct liquidated damages described above from any unpaid amounts then or thereafter due the Contractor under this Agreement. Should the amount of any liquidated damages exceed the amount due or to become due to the Contractor, then the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of any such excess.

JJ. Good Housekeeping

In accordance with the Clean Water Act, established by the Environmental Protection

Agency (EPA) and enforced by the Virginia Department of Environmental Quality (DEQ), the City of Bristol Virginia is required to implement and enforce written procedures as part of the Municipal Separate Storm Sewer System (MS4) permit program requirements to prevent, to the maximum extent practicable, potential pollutants that will lead to a point discharge at a natural drainage way. The City of Bristol Virginia's written procedures are provided in the Good Housekeeping/Pollution Prevention (GH/PP) manual provided to the Contractor. The Contractor shall employ good housekeeping practices outlined in the GH/PP manual and as directed in response to City inspection reports on all City properties and immediately remediate all spills containing potential pollutants as directed in the manual. If, through an audit or inspection, the EPA or DEQ renders fines to the City on account of poor practices determined to be the fault of Contractor, the City reserves the right to collect compensation from the Contractor. Contractors applying pesticides and herbicides shall provide evidence of appropriate certification in accordance with Virginia Law.

By signing the Contract, the Contractor acknowledges receipt of the GH/PP manual and certifies Contractor's understanding of its roles, responsibilities and liabilities associated with the City's MS4 Program. If the Contractor has any questions during the term of this contract concerning the Good Housekeeping and Pollution Prevention Manual, the Contractor may contact the Landfill Environmental & Safety Compliance Officer.

KK. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1. All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
2. Contracts in excess of \$150,000 must contain a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Contract Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
3. A contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.
4. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award will be disclosed.

5. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cements, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
6. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximized energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

LL. Contract Times

1. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
2. The Work will be substantially complete within 150 days after the date when the Contract Times commence to run, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.
3. Parts of the Work must be substantially completed on or before the following Milestone(s):
4. Phase 1 Completion - December 31, 2022

ATTACHMENT A

Sample Contract

(to be completed later)

CONTRACT FOR

Contract Number:

This contract entered into this ___ day of _____ 2022, by _____ hereinafter called the "Contractor" and the City of Bristol Virginia, hereinafter called the "City".

WITNESSETH that the Contractor and the City, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the City as set forth in the Invitation for Bid attached hereto.

CONTRACT PERIOD: The contract period is from _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents in the amount of _____, subject to the Contract Document, Section 01 22 00 Measurement and Payment and Section 00 41 13 Bid Form. There shall be no addition(s) or deletion(s) to the Contract without the prior written approval of a Change Order issued by the City.

CONTRACT DOCUMENTS: The Contract Documents shall consist of the contract, Invitation for Bid and all attachments to the Invitation for Bid.

CONTRACTOR:

CITY OF BRISTOL VIRGINIA:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

END OF SECTION 00 70 00

SOLID WASTE PERMIT 588 - SIDEWALL ODOR MITIGATION SYSTEM
 INTEGRATED SOLID WASTE MANAGEMENT FACILITY
 BRISTOL, VIRGINIA

ITB NO. SW-23-010

PRE-BID CONFERENCE
 TUESDAY, NOVEMBER 15, 2022 at 2:00 Pm

SIGN-IN SHEET

Name	Company	Phone & Email
Charles Warren	SCS Engineers	804-221-8831 cwarren@scsengineers.com
Jon Hayes	City of Bristol, VA	276-967-0779 jon.hayes@bristolva.org
JACOB CHANDLER	" " " "	276-469-9329 JACOB.CHANDLER@BRISTOLVA.ORG
JOEY LAMIE	CITY OF BRISTOL, VA	joey.lamie@bristolva.org 276-469-9478
Emily Compton	City of Bristol	276-6015-7328 emily.compton@bristolva.org
Lauren Harris	SCS Engineers	lharris@scsengineers.com 540-685-3423