



INVITATION FOR BID
Construction of Picnic Shelter
at South Lawson Park
IFB No: 21-003
September 23, 2020
City of Poquoson
City Manager's Office
500 City Hall Avenue
Poquoson, VA 23662
Phone: (757) 868-3000 Fax: (757) 868-3101

Sealed proposals, subject to the conditions and instructions contained herein, will be received at the above office of The City Manager 500 City Hall Avenue, Poquoson, Virginia, 23662, through the due date and hour shown below (local prevailing time), for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. CITY OF POQUOSON, VIRGINIA.

Proposal Due: October 13, 2020

Time: 10:00 am

Inquiries regarding the technical aspects of this need and the procedures of this solicitation should be directed to Tonya O'Connell (757) 868-3030 or tonya.oconnell@poquoson-va.gov.

Contract Officer: _____

J. Randall Wheeler, City Manager, (757)868-3000, email: randy.wheeler@poquoson-va.gov

ONE ORIGINAL AND TWO COPIES OF YOUR SUBMITTAL ARE REQUESTED

The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____ E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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REQUEST FOR PROPOSAL
FOR CONSTRUCTING PICNIC SHELTER AT SOUTH LAWSON PARK
1238 Poquoson Avenue, Poquoson, VA 23662

I. Project Description:

The City of Poquoson (Owner) requests submission of proposals for the procurement, permitting, and constructing of a 25'x45' open wooden shelter on concrete slab located at South Lawson Park. The successful bidder will construct the picnic shelter in accordance with Sheet Number A101 of the architectural plans. Sheet A101 stamped by Brandon Currence Architects shows the basic design to be part of the base bid. The structure (picnic shelter) shall be built at South Lawson Park near leveled area within park near existing playground structures. The Office of Community Recreation will meet with the successful bid after the award to ensure the accurate location between the playground structures.

Additionally, the City is requesting alternative bid on Sheet Number A102 of the architect drawings stamped by Brandon Currence Architects. Sheet A102 shows an alternative design with Western Red Cedar Trim over treated wood columns and beams and Stone Veneer Base at Columns. This work is to be an add/alternative bid to the base design as shown on Sheet A101.

The successful bidder will obtain all necessary construction permits and approvals required by the project. The successful bidder will need to provide any utilities to the job site due to the location not having power or water. All work is subject to required code inspection and should it be installed without code compliance, the successful bidder will be responsible to make all work compliant.

II. General Description of Proposal Submittal, Evaluation, and Selection Process

The Owner will review the proposals and evaluate them in accordance with the criteria established herein. The owner may ask the proposer(s), individually or collectively, for clarifications or further information, may check references and other information, may meet individually with the proposer(s). The Owner may request oral interviews/presentations, or may base evaluations on the proposals as submitted and if deemed necessary conduct negotiations. The Owner at its discretion may proceed with an agreement or agreements that will best serve the public interest. The Owner reserves the right to accept or reject any or all proposals.

III. Criteria to be Used in Evaluating Proposals

- a. Cost (65%)
- b. Quality experience in similar work and references (20%)
- c. Warranty (10%)
- d. Schedule (5%)

IV. Terms and Conditions of this Request for Proposal

The following terms and conditions apply to this Request for Proposal, and by submitting its proposal, the Proposer agrees to them without exception:

- a. Neither this Request for Proposal nor the Owner's consideration of any proposal shall create any contract, express or implied, and contractual obligation by the Owner to any Proposer, or any other obligation by the Owner to any Proposer. The Owner makes no promise, express or implied,

regarding whether it will enter into an Agreement with any Proposer or regarding the manner in which it will consider proposals.

- b. The Owner will not be responsible for any expenses incurred by a Proposer in preparing and submitting a proposal, or in engaging in oral presentations, discussions, or negotiations.
- c. The Owner may request the presence of Proposer(s) representative (s) from architectural, engineering, manufacturing, specialty and construction teams to be available for interviews. The Owner will schedule the time and location for these interviews. By submitting its proposal, the Proposer agrees to make these representatives reasonably available to the City of Poquoson, and acknowledges that the failure to do so may result in the proposal not being considered.
- d. The Owner reserves the right to waive any informalities with respect to any proposal submitted in response to this IFB.
- e. The Owner reserves the right to accept or reject any and all proposals received by reason of this request, in whole or in part, and to negotiate separately in any manner necessary to serve the best interests of the Owner.
- f. To prevent the release of any confidential and proprietary information that otherwise could be held in confidence, the Proposer submitting the information must (i) invoke the exclusion from (Virginia Freedom of Information Act (FOIA) when the data or materials are submitted to the Owner or before such submission, (ii) identify the data and materials for which protection from disclosure is sought, and (iii) identify the data and materials for disclosure is necessary. The Proposer may request and receive a determination from the Owner as to the anticipated scope of protection prior to confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the Proposer without reasonably differentiating between the proprietary and non-proprietary information contained therein.

Upon receipt of a request from the Proposer that designated portions of a proposal be protected from disclosure as confidential and proprietary, the Owner will determine whether such protection is appropriate under applicable law and, if appropriate, the scope of such appropriate protection, and shall communicate its determination to the Proposer. The Proposer should separate and bind such material into a separate volume with their IFB submittal response. If the determination regarding protection or the scope there of differs from the Proposer's request, then the Owner will accord the Proposer a reasonable opportunity to clarify and justify its request. Upon a final determination by the Owner to accord less protection than requested by the Proposer, the Proposer will be given an opportunity to withdraw its proposal. A proposal so withdrawn will be treated in the same manner as a proposal not accepted for publication.

- g. The provisions of Virginia Code 2.2-4310 are applicable to this IFB. The Owner will not discriminate against any Proposer because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.
- h. This IFB with all attachments and the Proposer's responses may become part of the Agreement contract as determined by the Owner.
- i. If any prospective offeror has questions about the specifications or other solicitation documents, the prospective proposer should contact Tonya

O'Connell at 757-868-3030 or tonya.oconnell@poquoson-va.gov no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer. Addendums may be on the Owner's website at www.poquoson-va.gov. It is the proposer's sole responsibility to ensure they have obtained any and all addenda prior to submittal of their bid/offer. (§ 2.2-4316, Code of Virginia).

- j. It is understood and agreed between the parties herein that the Owner shall be bound hereunder only to the extent of the funds available or which may hereafter become available "subject to appropriation" by the City Council for the purpose of this agreement, ref § 15.2 Chapter 25 Code of Virginia.

If approved by the City Attorney, a proposer may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the Owner equivalent to a corporate surety's bond.

V. Terms and Conditions of the Agreement(s)

The successful Proposer(s) shall agree to enter into the Agreement included in this IFB. The Owner expressly reserves the right to modify any provision of the Agreement, at its sole discretion, prior to entering into the definitive Agreement.

VI. Proposal Procedures

a. Submission of Proposals

- i. Proposals shall be submitted at the time and place indicated in the Request for Proposals and shall be **sealed**, marked with the Project Title and name and address of the Proposer, and accompanied by the proposal guarantee and other required documents. The proposal may not be changed by markings on the envelope. Only the amounts indicated on the proposal form will be considered in determining the final Proposal amount.
- ii. When a license is required, the Proposer shall include in its Proposal over the Proposer's signature the following notation: "VIRGINIA LICENSED CONTRACTOR NO. _____" (Ref. title 2.2, Chapter 43, code of Virginia).
- iii. When a license is not so required and a person who is not the holder of a License enters a Proposal, such person shall include in its Proposal over the Proposer's signature the following notation: "LICENSING NOT REQUIRED UNDER VIRGINIA STATE CODE."

b. Receipt and Review of Proposals

- i. Proposals will be received at the time and place and under the conditions stated in the Request for Proposal. No responsibility will be attached to any such person for the premature opening of a proposal not properly addressed and identified. It is the responsibility of the Proposer to assure that the proposal is delivered to the designated place of receipt prior to the time set for the receipt of proposal. **No proposal received after the time designated for receipt will be considered. No facsimile or emailed proposal will be accepted.**

c. Proposals to Remain Subject to Acceptance

- i. All proposals shall remain subject to acceptance for 90 Days after the day of the Proposal opening, but the Owner may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date, or extend the acceptance period an additional 90 Days.

d. Withdrawal of Proposals

- i. Withdrawal of Proposals filed with the Owner may be made only by a representative of the firm submitting the Proposal, who shall appear in person prior to the deadline designated in the advertisement for receipt of Proposals. Such representative shall furnish satisfactory identification and proof that they are authorized to withdraw the Proposal. Telephone, e-mail, or facsimile notices will not be considered. Additions and/or deletions marked on the outside of the Proposal envelope will not be considered.
- ii. If the proposal price was substantially lower than the other Proposals solely to mistake therein, provided the Proposal 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 proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the Proposal sought to be withdrawn and provided further the Proposer shall give notice in writing of his claim of right to withdraw within two (2) business days after the Proposal opening, then the Proposal may be withdrawn.
- iii. Should the Proposer refuse to enter into the Agreement after notification of award, the Proposal Security shall be forfeited.
- iv. No Proposal may be withdrawn under this section when the result would be the awarding of the Agreement on another Proposal to the same Proposer or to another Proposer in which the ownership of the withdrawing Proposer is more than five percent.
- v. If a Proposal is withdrawn under the authority of this section, the remaining Proposals shall be evaluated to determine the lowest responsive and responsible Proposer.
- vi. No Proposer who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to who awarded, or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Proposal was submitted.
- vii. If withdrawal of any Proposal is denied, the proposer shall be notified in writing stating the reasons for this decision. Any Proposer who desires to appeal a decision denying withdrawal of Proposal shall, as sole remedy, institute legal action provided by Section 2.2-4358 and Section 2.2-4364 (B), code of Virginia, 1950, amended.

e. Evaluation of Proposals

- i. In evaluating proposals, the Owner shall consider the qualifications of the Proposers, whether or not the proposals comply with the prescribed requirements, price, and alternates if requested in the Proposal Form.
- ii. The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work for which the identity of

Subcontractors and other persons and organizations shall be submitted as specified in the Proposal Documents.

- iii. The Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Proposers, proposed Subcontractors and other persons and organizations to do the work in accordance with the Proposal Documents to the Owner's satisfaction within the prescribed time.
- iv. Unless all Proposals are canceled or rejected, the Owner reserves the right to negotiate with the most advantages proposer to obtain a contract price within the funds budgeted for the construction project. Negotiations with the most advantages Proposer may include both modification of the contract price and the scope of work/specifications to be performed. The Owner shall initiate such negotiations by written notice to the most advantages Proposer that its Proposal exceeds the available funds and that the Owner wished to negotiate a Contract Price. The Owner and most advantages proposer shall agree to the times, places, and manner of negotiations.
- v. The acceptance of a Proposal will be notice in writing, signed by the Owner, and no other act shall constitute the acceptance of a Proposal.
- vi. The Owner reserves the right to waive minor non-substantive errors in the proposal, to reject any/or all proposals, to award any proposal in whole or in part, and to award the proposal considered to be in the best interest of the Owner.

f. Qualifications of Proposers and Subcontractors

- i. The contractor's Questionnaire is included in the Proposal Documents and shall be submitted with proposal documents. This information will assist the Owner in investigations and determination of the contractor's qualifications to perform the work.
- ii. To demonstrate their qualification to perform the work, each Proposer shall be prepared to submit further written satisfactory evidence that the Proposer has sufficient experience, necessary capital, materials, machinery and skilled workers to complete the work. If financial statements are required they shall be of such date as the Owner shall determine and shall be prepared on forms acceptable to the Owner. The Owner may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work. The Owner's decision or judgment on these matters shall be final, conclusive and binding.
- iii. The accepted vender shall, within seven consecutive calendar days after the day of the proposal opening, submit to the Owner a list of all Subcontractors who will be performing work on the contract. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of experience and qualifications for each such Subcontractor, person and organization. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, the Owner may, before giving the Notice of Award, request the apparent low Proposer to submit an acceptable substitute without an increase in proposal price. If the apparent low Proposer declines to make any such substitution, the contract shall not be awarded to such Proposer, but his declining to make any such substitution will not constitute grounds for sacrificing his proposal bond. For any Subcontractors, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award, it will be deemed the Owner has no objections.
- iv. By submitting their proposal, Proposers certify that they are not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by

any town, city, or county, from submitting Proposals on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

g. Collusive Proposals

- i. The proposals of any Proposer or Proposers who engage in collusive bidding shall be rejected. Any Proposer who submits more than one proposal in such a manner as to make it appear that the Proposals submitters are on a competitive basis from different parties shall be considered a collusive Proposer.
- ii. The provisions contained in Sections 2.2-4367 through 2.24377, Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by Owner. By submitting their proposals, all proposers certify that their proposals are made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other Proposer, Supplier, manufacturer or subcontractor in connection with their Proposal, and they have not conferred with any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

VII. Award and Execution of Agreement

a. Notice of Award

- i. A Notice of Award will be issued by the Owner, or the proposals rejected as soon as reasonably possible, but no later than 90 Days after the date of the opening of Proposals. The Owner may, in its sole discretion, release any proposal and return the proposal security prior to that date, or extend the acceptance period an additional 90 days with the consent of the apparent low proposer and surety.
- ii. The Owner reserves the right to waive any informality or technical defects, to reject any and all proposals in whole or in part, and may advertise for new proposals if, in its judgment, the best interests of the Owner will be served.
- iii. At the time of issuance of the Notice of Award, the Owner shall publicly post an announcement of the award on the City of Poquoson website at <http://poquoson-va.gov> and on the bulletin board at City Hall, 500 City Hall Avenue, Poquoson, Virginia.

b. Signing of Agreement

- i. When the Owner gives a Notice of Award to the successful proposer, it will be accompanied by 2 original copies of the Agreement, with *one set* of all other written contract documents attached. Within 5 Days thereafter the successful proposer shall sign and deliver all the original copies of the Agreement and attached documents to the Owner with the required Proposal Security, **Performance and Payment Bonds** and Certificate of Insurance. Within 5 Days thereafter the Owner shall deliver one fully signed copy to the successful proposer.
- ii. If the successful proposer fails to execute the Agreement within the time specified, the amount of proposal security shall be paid to the Owner. In such case the Owner, at its discretion, may award the work to the second successful proposer, or reject all proposals.

c. Performance and Payment Bonds

- i. The successful proposer shall execute and provide to the Owner, within 10 Days following Notice of Award, Performance and Payment Bonds with surety in an amount equal to 100% of the accepted proposal. The sureties of all bonds shall be of such Surety Company or companies as are approved by the Owner and are authorized to transact business in the Commonwealth of Virginia. If the execution is by an attorney-in-fact, a power of attorney evidencing the authority of such attorney shall be attached to the bond. Such power of attorney shall bear the same date as the bond to which it is attached.
- ii. All Bonds shall be in the form prescribed by the contract documents except as provided otherwise by Laws and Regulations and shall be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.W. Treasury Department.
- iii. Performance and Payment Bonds shall remain in full force during the warranty period.

d. Contractor’s Insurance

- i. The successful proposer shall provide and keep in full force and affect during the performance of the work the kinds and amounts of insurance specified below and shall comply with all other provision of this section. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia, and regulated by the Virginia Bureau of Insurance. All premiums and other cost of such insurance shall be paid by the successful proposer. It will be assumed that the consideration paid or to be paid to the successful proposer for the performance of the work includes the premiums and other such cost of such insurance, and the Owner shall not be responsible therefore. Each insurance policy and certificate of insurance shall be signed by duly authorized representatives of such insurance companies in the State and shall be countersigned by duly authorized agents of such companies. The successful proposer shall not be required to furnish the Owner with copies of insurance contracts required by this section unless requested from time to time by the Owner; but the successful proposer shall provide on forms furnished by the Insurance Company or Owner a Certificate of Insurance issued by such Insurance Companies, in which the company shall irrevocably warrant that the insurance is proved to enable the Contractor to comply with and provide the required insurance; (provided, however, that in no event shall the insurance contract be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia) and that it will not be canceled unless at thirty days’ prior written notice to the effect is given to the Owner. anything in such insurance contract to the contrary notwithstanding, and that the insurance contract has been endorsed accordingly.
- ii. The Contractor shall provide the certificate of insurance and endorsement to the Owner within 10 Days following the Notice of Award.
- iii. Insurance Requirements:
 1. The Contractor shall purchase and maintain during the life of this Agreement such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by and of them, or by anyone for whose acts any of them may be liable and shall otherwise bear

responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

a. Workers Compensation and Employers Liability

Coverage A – Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement shall be attached.

b. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability - \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Agreement such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any Subcontractors performing Work covered by this Agreement from claims for damages, whether such operations be by him or any Subcontractor, or by anyone directly or indirectly employed by either of them.

c. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability - \$1,000,000 Per Occurrence

d. Excess Liability Including Employers Liability, Commercial Auto Liability and Commercial General Liability.

Limit of Liability - \$1,000,000 Per Occurrence
\$3,000,000 Aggregate

2. The successful proposer shall be responsible for securing the work site and shall assume all risk for vandalism or other damage that may occur, to project components, during construction.
3. The Owner shall be named as an additional insured on the Commercial General Liability per ISO 2010 on a primary basis. The successful proposer shall obtain a waiver of subrogation from its insurers on Worker's Compensation and All Risk Insurance policies. This requirement may be satisfied by obtaining appropriate endorsements to any master or blanket policy of insurance maintained. Owner's commercial General Liability shall not contribute in any loss payment insured under the Successful Proposers Commercial General Liability policy.
4. Contingent liability and property damage insurance to protect the Owner (or his employees and agents, including the Engineer) shall be provided by endorsements to general liability or property damage policies. All aforesaid policies shall be endorsed to provide that the insurance company shall notify the Owner if policies are to be terminated or altered during the life of the contract.

5. The General Liability insurance shall carry a contractual liability endorsement covering the hold harmless agreements contained in the Owner standard contract and the certificates filed with the Owner shall show that the contractual liability coverage has been obtained.
6. Insurance coverage for personal injury and property damage, including insurance on vehicles and equipment, shall be in the same company.
7. The successful proposer shall also be required to submit to the Owner evidence of insurance coverage or self-insurance for all claims arising under the Worker's Compensation Laws of the State of Virginia.
8. The successful proposer will indemnify and hold harmless the Owner, and the Owner's officers, agents, employees, and other representatives, against any liability, loss or expense (including the loss of use of the Project), due to any act or omission of successful proposer or any of their Subcontractors or of any of their respective employees in connection with the work of the successful proposer hereunder or due to any omissions or supervisory acts of the Owner in connection with the work performed by the successful proposer.

VIII. Retainage

- a. Retainage is to be held on all applications for payment. Retainage is to be paid on final acceptance of the building and final application for payment. Retainage is to be five percent (5%).

IX. Agreement

This AGREEMENT, dated this ____ day of _____, 2020, by and between the City of Poquoson; and _____ a corporation or an unincorporated organization organized and existing under the laws of the State of _____ or, an individual trading under the above name hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

- a. Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete the fabrication and installation of 25'x45' open wooden shelter on concrete slab at the South Lawson Park including any and all addenda, including the Request for Proposal documents submitted and in strict compliance with the Contract Documents, the terms of which are incorporated herein by reference.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

- b. Guarantee

All materials and equipment, furnished by the Contractor, and all construction involved in this Agreement are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one year after date of Final Completion of the Work. All work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. These guarantees shall not operate as a waiver of any of the Owner's rights and remedies for default under or breach of the Agreement which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

The Owner shall pay the Contractor as just compensation for the satisfactory performance of the Work, subject to any additions or deductions as provided in the Contract Documents, the unit and/or lump sum price as contained in the Proposal Schedule attached hereto.

Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

The Contract Price is _____ (\$_____) based upon unit and/or lump sum prices extended as herein contained.

c. Payments

A. Payment terms shall be Net 30 days unless otherwise stated by the proposer on this solicitation.

B. Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.

C. The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement may result in the invoice being returned to the vendor for correction.

D. Late payment charges shall not exceed the allowable rate specified by the Virginia Prompt Payment Act. (1% per month) (§ 2.2-4352, *Code of Virginia*).

d. Time

The undersigned Contractor agrees to commence Work within 15 Days after the date of Notice to Proceed and further agrees to Substantially Complete all Work under this Agreement within 45 days from the date of the Notice to Proceed and to reach Final Completion of all Work under this Agreement within 60 Days from date of the Notice to Proceed.

e. Applicable Law/Compliance

i. Applicable Law

This Agreement shall be deemed to be a Virginia Contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise, exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto

shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

ii. Compliance with all Laws

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations, now in effect or hereafter adopted, in the performance of work set forth herein. Contractor represents that it possess all necessary licenses and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this Agreement prior to the initiation of work. If the Contractor is corporation, Contractor further expressly represents that it is a corporation in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract. Contractor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of the contract work.

If applicable, the Contractor shall pay for and obtain a City Business License before commencing work. All subcontractors doing over \$25,000 in work shall likewise obtain a business license before commencing work. All Contractors must be licensed to do business within the Commonwealth of Virginia, as required by the *Code of Virginia* § 54.1-1100 thru 1117, 58.1-3714 thru 15, 58.1-3703.1 and *Code of Poquoson* Chapter 5, Article V § 5.6, 5.7 thru 5.73, Chapter 10, Article I § 10-8. The contractor shall provide its identification number issued by the State Corporation Commission or a statement describing why the Contractor is not required to be so authorized.

iii. Venue

Any and all suits for any claims or for any breach or dispute arising out of these Contract Documents shall be maintained in the appropriate court of competent jurisdiction in the York/Poquoson Courts in the County of York, Virginia.

iv. Environmental Considerations

Any cost or expense associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substance, including but not limited to, the cost of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on the Owner, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the release of any hazardous substance, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by the Contractor (or its agents, officers, employees, subcontractors, consultants, subcontractor, or any other persons, corporations, or legal entities employed, utilized, or retained by the Contractor) in the performance of this Agreement or related activities, shall be paid by the Contractor.

v. Non-Discrimination/Drug-Free Workplace Provisions

1. Employment discrimination by Contractor shall be prohibited. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relation to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and the Code of Virginia 2.2-4311. 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 Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. Contractor will include the provisions of the foregoing subsections (a) and (b) and (c) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2. During the performance of this Agreement, Contractor agrees as follows:

- a. Contractor will provide a drug-free workplace for Contractor's employees.
- b. Contractor will 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 Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

- c. Contractor will state in all solicitations or advertisements for employees place by or on behalf of Contractor that Contractor maintains a drug-free workplace.
- d. Contractor will include the provisions of the foregoing subsections (a), (b), and (c) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
- e. For the purposes of this section, “Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

vi. Default

In the event of a default in the performance of the obligations pursuant to this agreement, notice shall be given in writing to the defaulting party outlining the default and giving ten (10) day notice to the defaulting party to cure the default.

In any action or proceeding involving a dispute between the parties arising out of this contract, the prevailing party shall be entitled to receive from the other party all of their damages including reasonable attorney’s fees as determined by any court of proper jurisdictions or arbitrators.

vii. Liquidated Damages

- 1. A daily rate of fifty dollars (\$500.00) will be owed for each and every day that the contractor fails to achieve final completion over the day specified.
- 2. The damage and loss to the Owner resulting from failure of the Contractor to complete the Work within the time specified in this Agreement, plus any extension of time granted, shall be the total amount to repair or complete the work. Damage monies may be withheld on partial and final payment to the Contractor.

viii. Component Parts of the Contract

This Agreement includes the Request for Proposal, proposal submission, and any all Addenda related to this project.

ix. Binding

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

x. Changes to the Agreement

No provision of this Agreement shall be changed, amended, modified, waived, or discharged except as agreed to in writing by the Owner and the Contractor.

This Agreement shall not be assignable by the Contractor in whole or in part without the written consent of the City of Poquoson.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the day and first above written in (___) counterparts each of which shall for all purposes be deemed an original.

OWNER

Owner

By: _____
Name

Title: _____

Attest: _____

Date: _____

Address: _____

CONTRACTOR

Contractor

By: _____
Name

Title: _____

Attest: _____

Date: _____

Address: _____

Contractor's Registration No.: _____

(If Contractor is a corporation or an unincorporated organization, attach evidence of authority to sign)

[Corporate Seal]

APPROVED AS TO FORM:

City Attorney

X. BID FORM

Bids to be opened: Time 10:30 AM
Tuesday, October 13, 2020
Work to be Completed in: 60 days
Liquidated Damages: \$50 per calendar day after time for
Final Completion has expired.
Performance Bond: N/A
Payment Bond: N/A

To: City Manager's Office
City of Poquoson
500 City Hall Avenue
Poquoson, VA 23662
IFB 21-003 Construction of Picnic Shelter at South Lawson Park

Lump Sum Bid

Constructing a 25'x45' open wooden shelter concrete slab in accordance with Sheet Number A101 stamped by Brandon Currence Architects and in accordance with City Code.

Total Price: _____

Alternative Bid

Alternative bid on Sheet Number A102 stamped by Brandon Currence Architects. An alternative design with Western Red Cedar Trim over treated wood columns and beams and stone veneer base columns.

Total Alternative Bid: _____

EXCEPTIONS

Bidder must sign the appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Signature: _____

() Bidder takes exception to the terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this Invitation for Bids):

Signature: _____

Exceptions: _____

Bidders should note that any exceptions taken from the stated terms, conditions and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

ACKNOWLEDGEMENT OF ADDENDA

<u>Addendum No.</u>	<u>Acknowledged (Initials)</u>
_____	_____
_____	_____

ATTACHMENT A

Questionnaire

The following questions shall be answered in full by the Proposer, and be included along with the Bid Form.

1. Name of Company: _____
Trade Name (if different from Company Name): _____
Principal Office Address: _____

Telephone No(s): _____
Fax No(s): _____
 - a. If a Corporation, answer the following:

When Incorporated: _____
In What State: _____
Names and Address of Directors: _____

Name and Addresses of Shareholders: _____

b. If an Unincorporated Organization, answer the following:

Date of Organization: _____
Names and Addresses of Owners or Members: _____

Type and State of Organization: _____

c. If a Partnership, state whether Partnership is General or Limited: _____
Names and Addressed of Owners or Partners: _____

2. a. How many years has this Proposer been in business as a Contractor under its present business name? _____

b. What are the prior names of this Proposer, if any?

3. How many years' experience in this type of construction work has this Proposer had?

1) As a Contractor _____ 2) As a Subcontractor _____
4. Provide a list of uncompleted Contracts at present held by this Proposer (attach supplemental sheet if necessary):

<u>Contract</u>	<u>Type of Work</u>	<u>Amount</u>	<u>Percentage Completed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. List the Proposer’s crew foremen and supervisors proposed for this Project and their years of related experience:

<u>Name</u>	<u>Years of Experience</u>	<u>Dates of Employment with Proposer</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. What construction equipment does this Proposer own that is available for the proposed work (attach supplemental sheet if necessary)?

7. Does this Proposer plan to subcontract any part of this work? If so, list name, address, years’ experience, and type and amount of work to be performed by each subcontractor:

8. Provide a list of projects similar in character and scope to the Work specified under this Contract which have been successfully completed by this Proposer during the past three years (attach supplemental sheet if necessary).

(The term “completed” means accepted and final payment received from the Owner or authorized representative).

<u>Location & Type of Work</u>	<u>Owner’s Name / Address</u>	<u>Contact Person (Name & Phone #)</u>	<u>Date Completed</u>	<u>Contract Price</u>

9. Have you ever performed work for a municipal corporation, local governing body, or similar agency previously? (If all such bodies are listed under #8, this question need not be completed.)

10. a. Has this Proposer ever failed to complete any work awarded to it? _____ If yes, give name of Owner, name of Bonding Company, and circumstances:

b. Is this Proposer debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city or county?
Yes _____ No _____ If yes, please provide details:

c. Has this Proposer ever had any judgments entered against it for the breach of contract for construction? _____ If yes, please provide details:

11. List insurance coverage and amount (or attach certificate of insurance):

Liability – Property	_____
Liability-Personal Injury	_____
Vehicle and Equipment	_____
Other -Identify	_____

12. Have you or your authorized representative, personally inspected the location of the proposed Work, and do you have a clear understanding of the requirements of the Proposal Documents?

The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by the Owner in verification of this statement of contractor's qualifications. Also, if it is the apparent low Proposer, the undersigned hereby agrees to furnish the Owner upon request, a complete and current financial statement:

Contractor: _____

By: _____

Title: _____ Date: _____

ATTACHMENT B

Certification Regarding Debarment

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Proposals on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

NOTES
SHEET A101 SHOWS THE BASIC DESIGN TO BE BID AS A BASE BID. SHEET A102 SHOWS AN ALTERNATE DESIGN TO BE BID AS AN ADJUTANT TO THE BASE DESIGN AS SHOWN ON A101. DETAILS AND SPECIFICATIONS SHOWN ON SHEET A101 SHALL APPLY TO A102.

REVISIONS

MARK	DATE	INITIAL

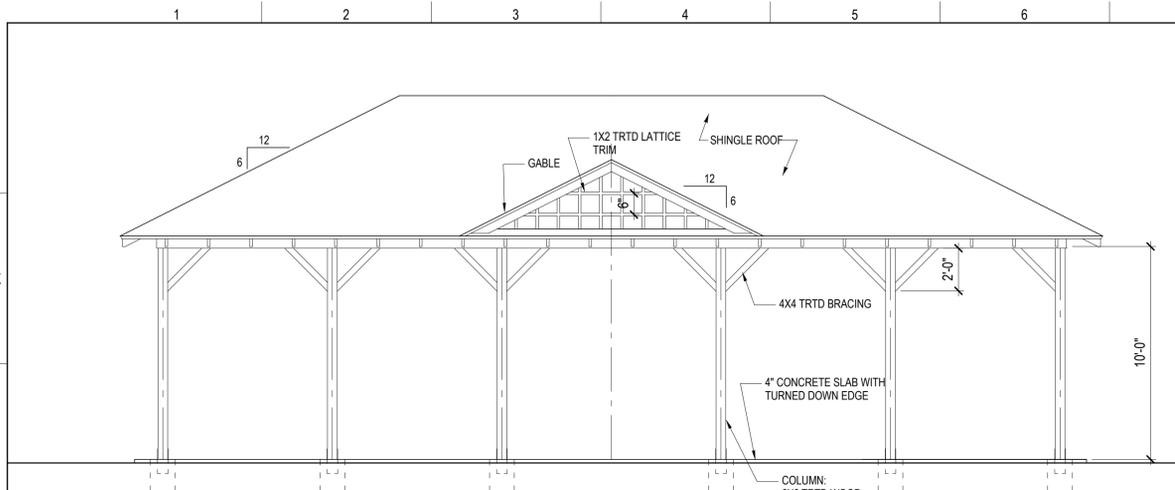
SOUTH LAWSON PARK PICNIC SHELTER
1238 POQUOSON AVENUE
POQUOSON, VIRGINIA

Project No. 2034.03
Date 09.21.2020
Scale NOTED
Designed RBC
Drawn RBC
Checked RBC

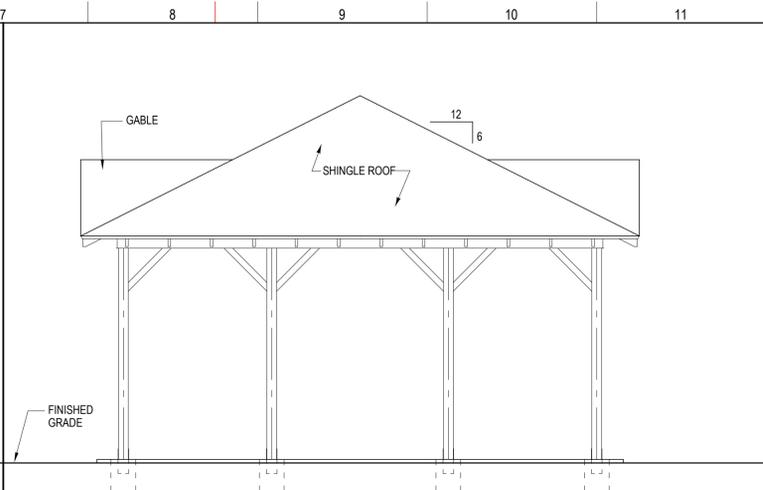
SHEET NAME
PLANS, ELEVATIONS & SECTION



SHEET NUMBER
A101
PAGE 01 OF 02
2034.03 PICNIC SHELTER 09/21/20
PLOT DATE: 9/21/20



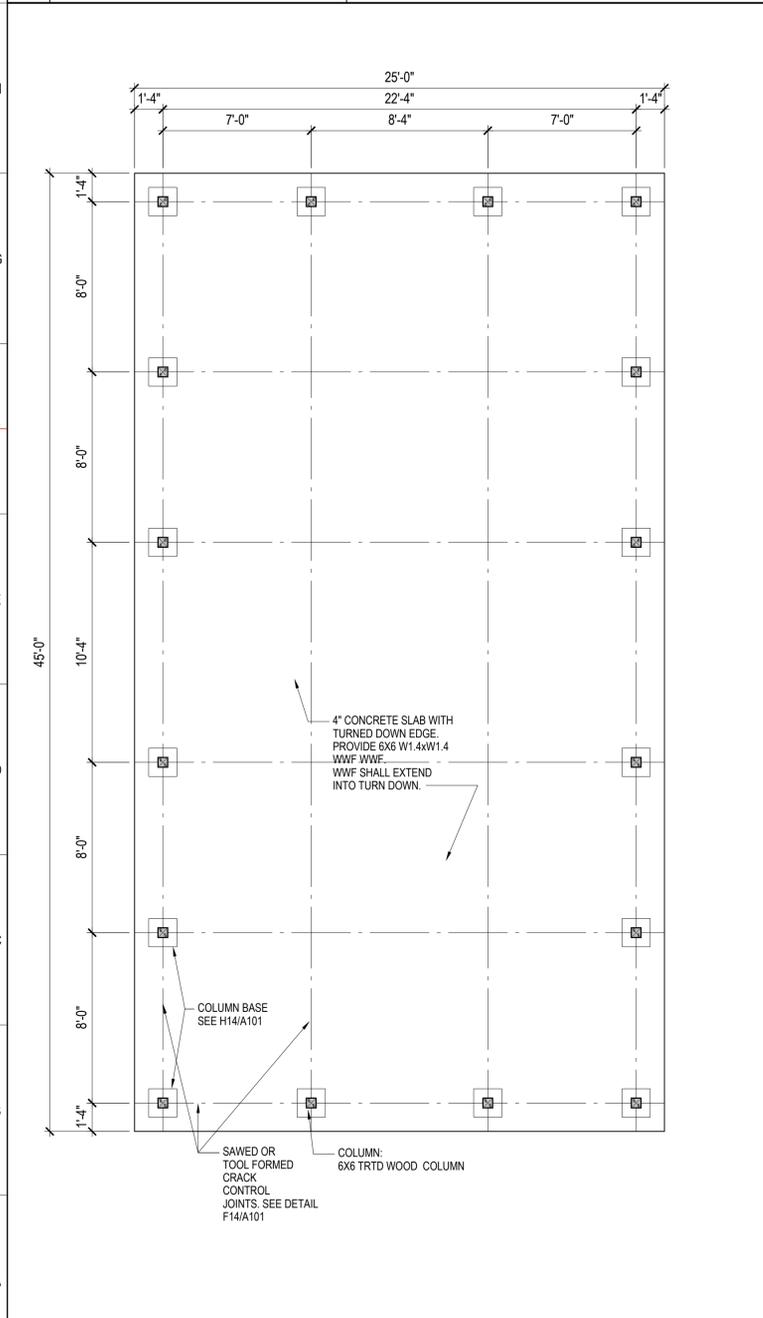
J1 SIDE ELEVATION
1/4" = 1'-0"



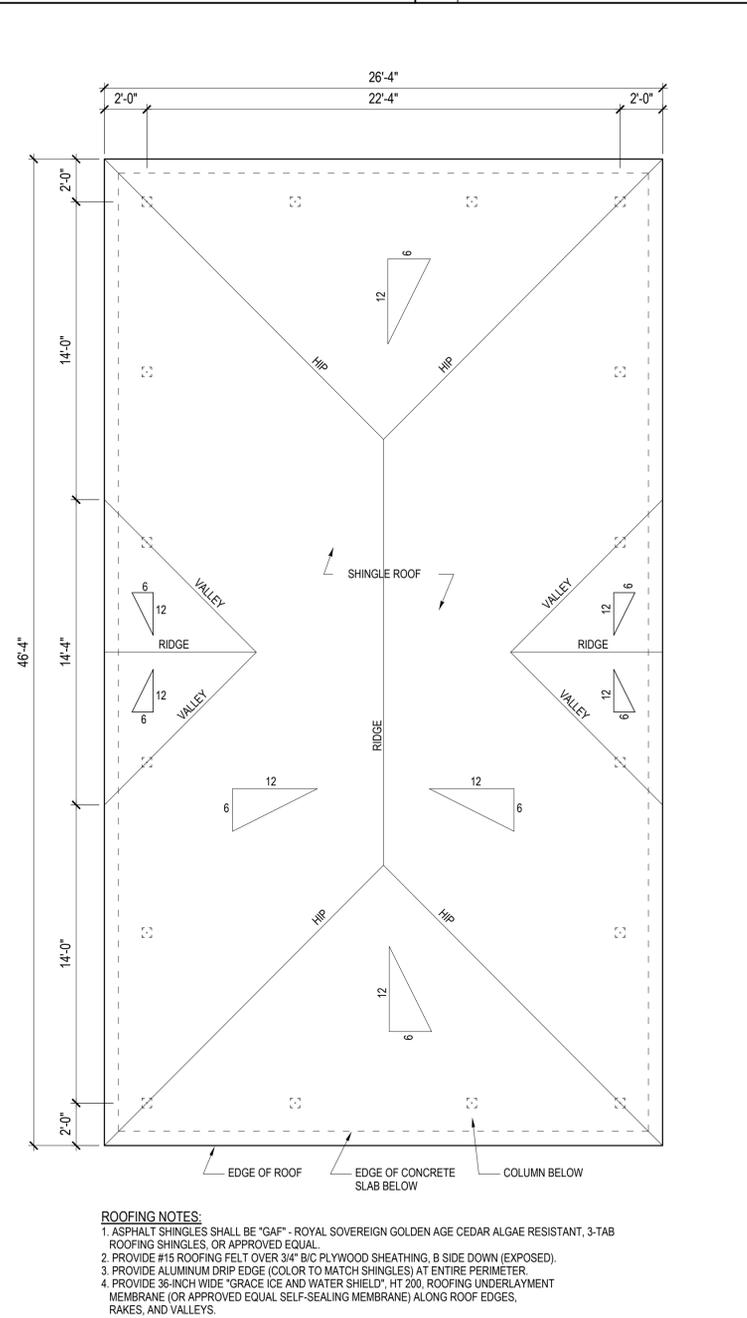
J7 END ELEVATION
1/4" = 1'-0"



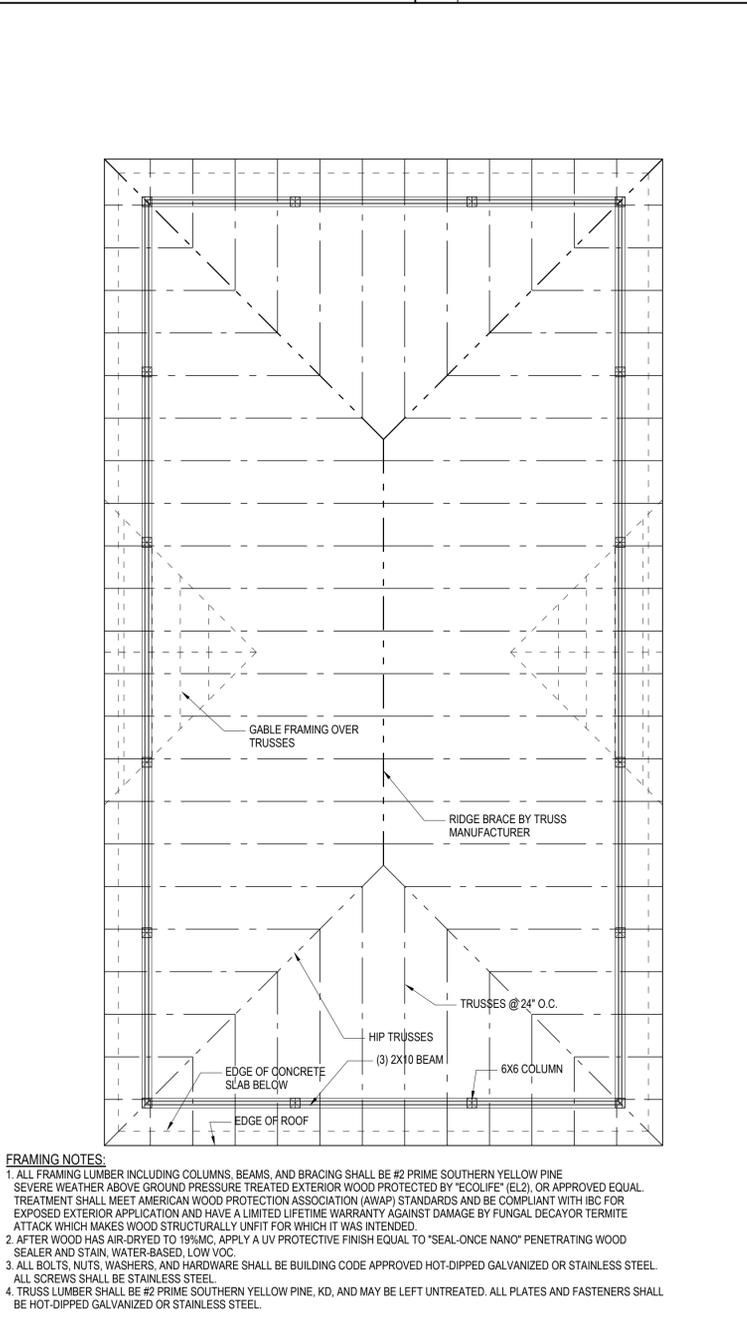
J12 BRACING HARDWARE
NTS



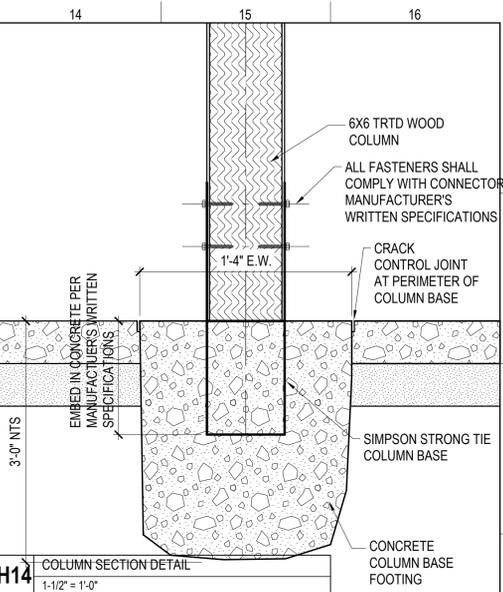
A1 GROUND PLAN
1/4" = 1'-0"



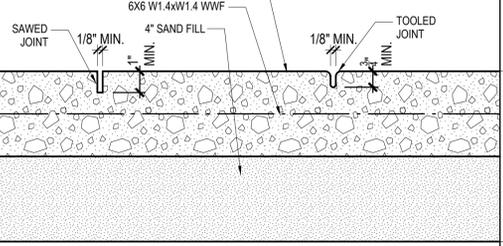
A5 ROOF PLAN
1/4" = 1'-0"



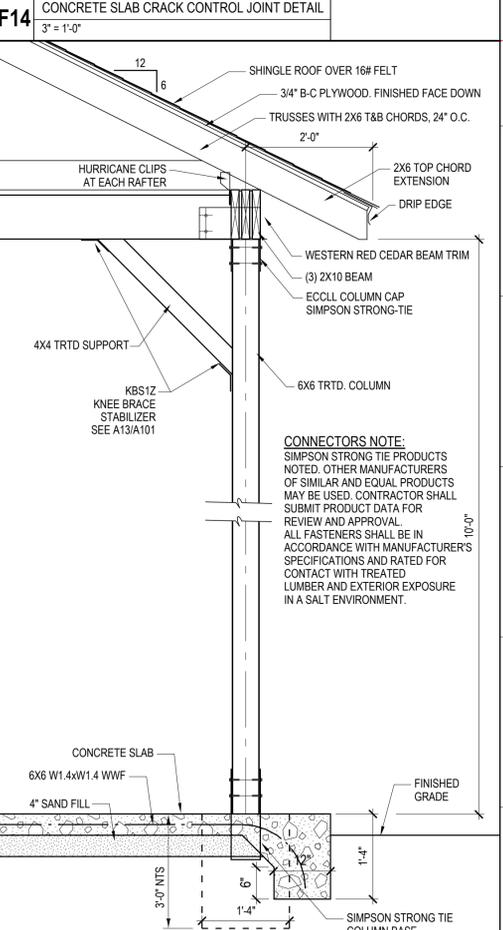
A9 FRAMING PLAN
1/4" = 1'-0"



H14 COLUMN SECTION DETAIL
1-1/2" = 1'-0"



F14 CONCRETE SLAB CRACK CONTROL JOINT DETAIL
3" = 1'-0"



A14 TYPICAL SECTION
3/4" = 1'-0"

FRAMING NOTES:
1. ALL FRAMING LUMBER INCLUDING COLUMNS, BEAMS, AND BRACING SHALL BE #2 PRIME SOUTHERN YELLOW PINE SEVERE WEATHER ABOVE GROUND PRESSURE TREATED EXTERIOR WOOD PROTECTED BY "EOLIFE" (EL2), OR APPROVED EQUAL. TREATMENT SHALL MEET AMERICAN WOOD PROTECTION ASSOCIATION (AWPA) STANDARDS AND BE COMPLIANT WITH IBC FOR EXPOSED EXTERIOR APPLICATION AND HAVE A LIMITED LIFETIME WARRANTY AGAINST DAMAGE BY FUNGAL DECAY OR TERMITE ATTACK WHICH MAKES WOOD STRUCTURALLY UNFIT FOR WHICH IT WAS INTENDED.
2. AFTER WOOD HAS AIR-DRIED TO 19%MC, APPLY A UV PROTECTIVE FINISH EQUAL TO "SEAL-ONCE NANO" PENETRATING WOOD SEALER AND STAIN, WATER-BASED, LOW VOC.
3. ALL BOLTS, NUTS, WASHERS, AND HARDWARE SHALL BE BUILDING CODE APPROVED HOT-DIPPED GALVANIZED OR STAINLESS STEEL. ALL SCREWS SHALL BE STAINLESS STEEL.
4. TRUSS LUMBER SHALL BE #2 PRIME SOUTHERN YELLOW PINE, KD, AND MAY BE LEFT UNTREATED. ALL PLATES AND FASTENERS SHALL BE HOT-DIPPED GALVANIZED OR STAINLESS STEEL.

CONNECTORS NOTE:
SIMPSON STRONG TIE PRODUCTS NOTED. OTHER MANUFACTURERS OF SIMILAR AND EQUAL PRODUCTS MAY BE USED. CONTRACTOR SHALL SUBMIT PRODUCT DATA FOR REVIEW AND APPROVAL. ALL FASTENERS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RATED FOR CONTACT WITH TREATED LUMBER AND EXTERIOR EXPOSURE IN A SALT ENVIRONMENT.

NOTES
SHEET A102 SHOWS AN ALTERNATE DESIGN WITH WESTERN RED CEDAR TRIM OVER TREATED WOOD COLUMNS AND BEAMS AND STONE VENEER BASE AT COLUMNS. THIS WORK IS TO BE BID AS AN ADD/ALTERNATE TO THE BASE DESIGN AS SHOWN ON A101. REFER TO NOTES AND DETAILS ON SHEET A101 IF NOT SHOWN ON A102.

REVISIONS

MARK	DATE	INITIAL

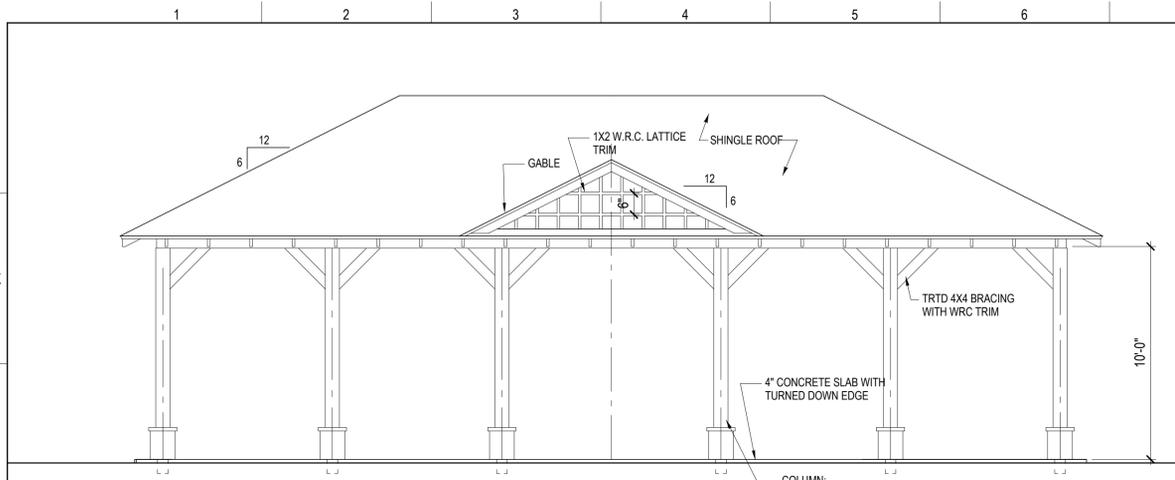
SOUTH LAWSON PARK PICNIC SHELTER
1238 POQUOSSON AVENUE
POQUOSSON, VIRGINIA

Project No.	2034.03
Date	09.21.2020
Scale	NOTED
Designed	RBC
Drawn	RBC
Checked	RBC

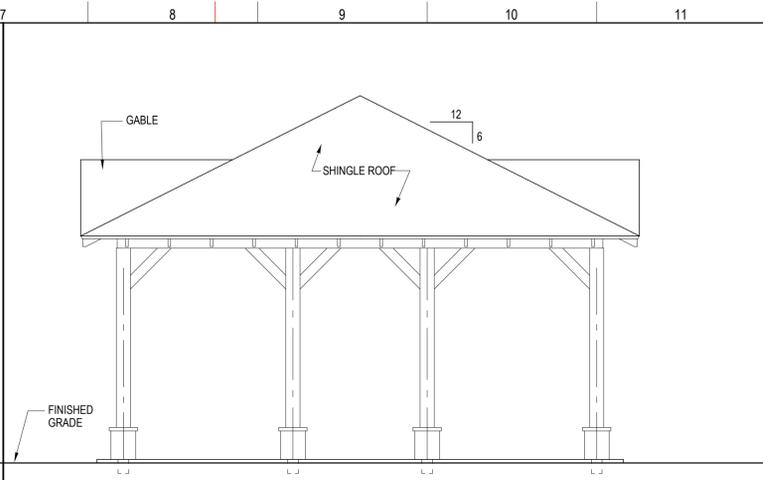
SHEET NAME
ALTERNATE PLANS



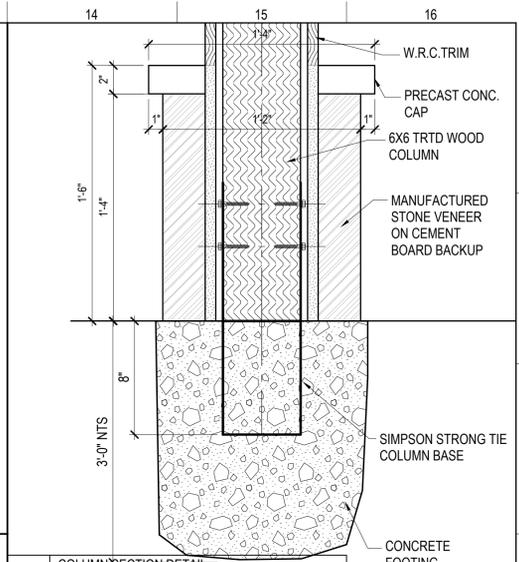
SHEET NUMBER
A102



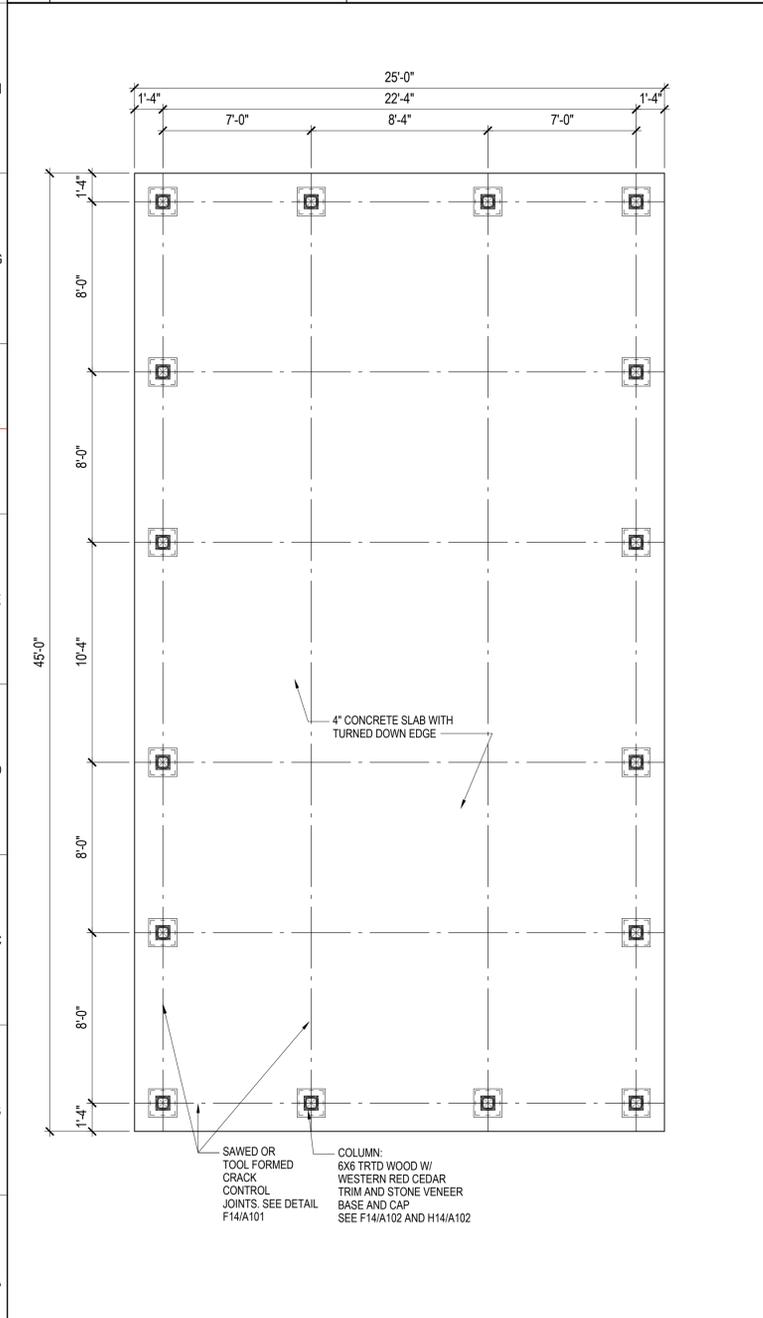
J1 SIDE ELEVATION
1/4" = 1'-0"



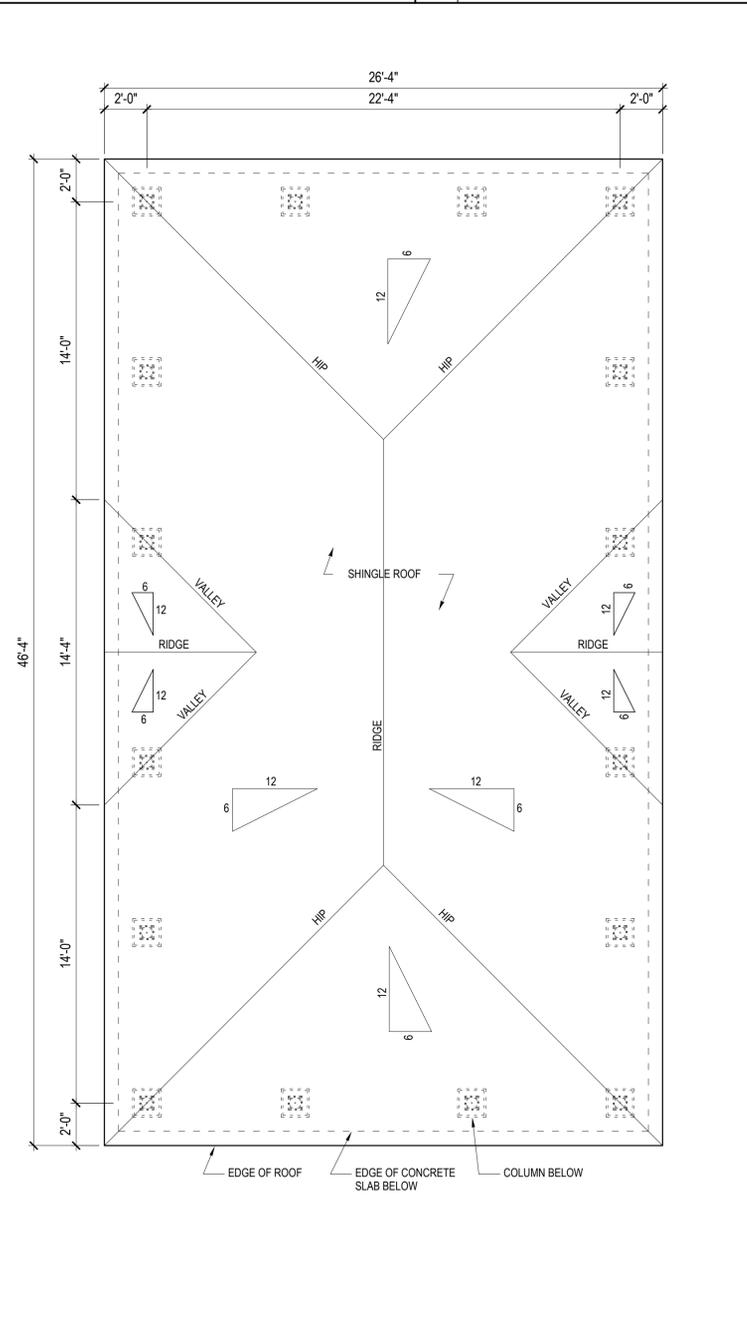
J7 END ELEVATION
1/4" = 1'-0"



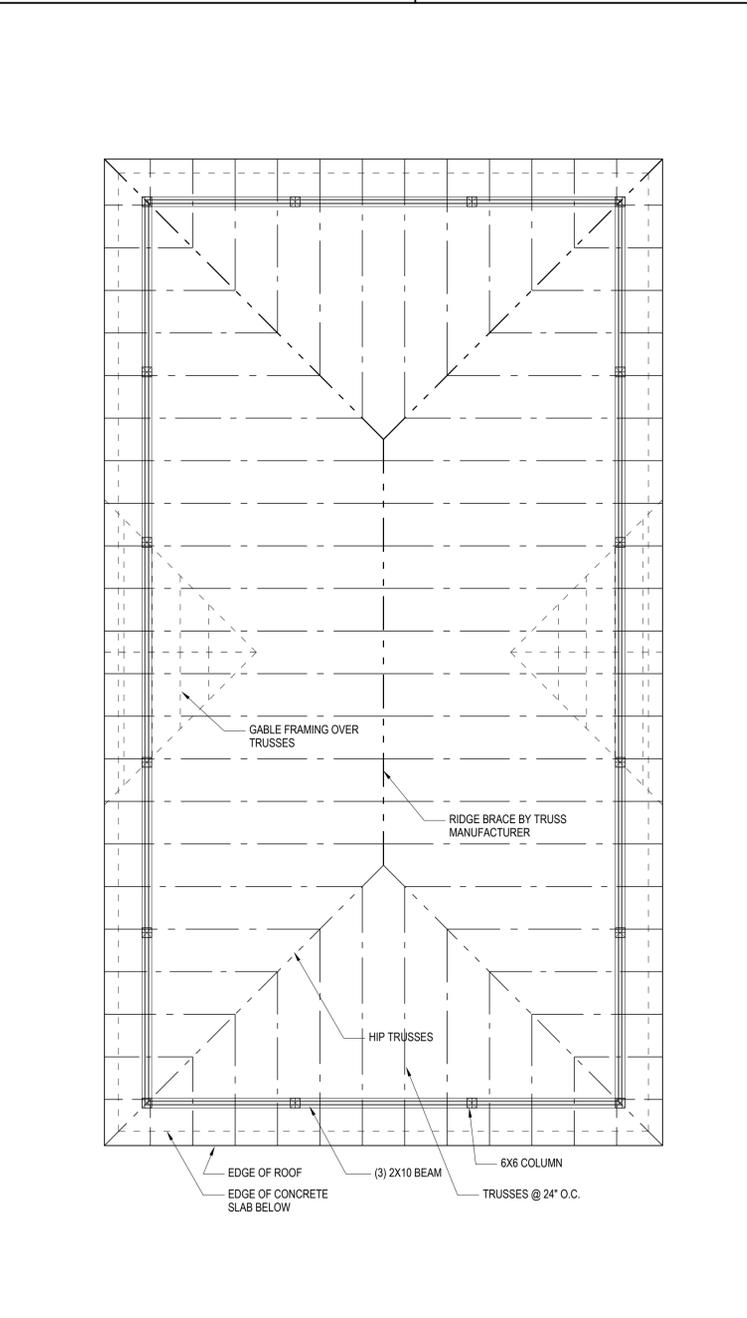
H14 COLUMN SECTION DETAIL
1-1/2" = 1'-0"



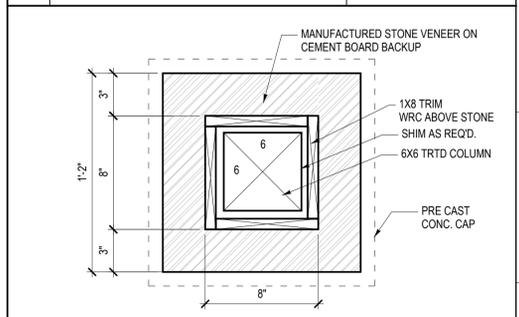
A1 GROUND PLAN
1/4" = 1'-0"



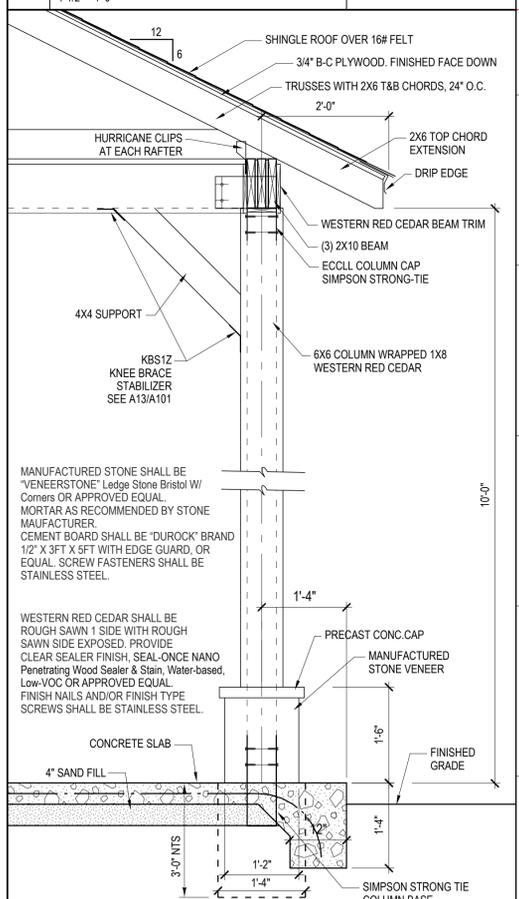
A5 ROOF PLAN
1/4" = 1'-0"



A9 FRAMING PLAN
1/4" = 1'-0"



F14 COLUMN PLAN DETAIL
1-1/2" = 1'-0"



A14 TYPICAL SECTION
3/4" = 1'-0"