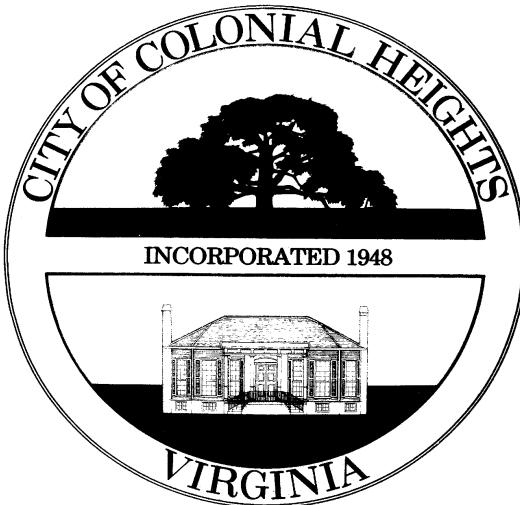


# **CITY OF COLONIAL HEIGHTS, VIRGINIA**



**CITY OF COLONIAL HEIGHTS VA**

**BID # 22-011902-1124**

**ANNUAL CONTRACT FOR GRANULAR  
FERTILIZATION AND LIQUID LEAF WEED  
CONTROL ON ATHLETIC FIELDS AND  
COMMON AREAS**

**BID OPENING: JAN. 19 2022, 2:00 PM**

**INVITATION FOR BID**

Craig Skalak – Recreation and Parks Director, Cell: 804-922-0048,  
[skalakc@colonialheightsva.gov](mailto:skalakc@colonialheightsva.gov)

City of Colonial Heights  
Finance / Purchasing Department  
Larry Melvin – Purchasing Agent  
201 James Avenue P.O. Box 3401  
Colonial Heights, VA 23834-9001  
(804) 520-9333 Fax (804) 524-8723  
[melvinL@colonialheightsva.gov](mailto:melvinL@colonialheightsva.gov)

December 29 2021

22-011902-1124

Sealed bids, subject to the plans, specifications and conditions contained herein and attached hereto, will be received at the above office until, but no later than **2:00 PM, Local Time January 19, 2022**, and then publicly opened and read for the provision of an Annual Contract for Granular Fertilization and Liquid Leaf Weed Control at various sites within the City of Colonial Heights, Virginia.

Your quotation to be considered must be submitted on copy of this Invitation to Bid in the places provided. Please keep a duplicate copy for your records. Bidders shall sign this form in the spaces provided without detaching from rest of bid and must return bid in its entirety.

Any bid received after the announced time and date of opening, whether by mail or otherwise, will not be considered and will be returned unopened.

All quoted prices shall include the furnishing of all labor, materials, equipment, permits, fees and insurance coverage as required for granular fertilization and liquid leaf weed control at various places within the City of Colonial Heights.

Quantities indicated herein are estimates of the City's current usage for the period specified. The right is reserved to increase or decrease quantities at the unit prices quoted as may be required during the contract. It is understood and agreed between the parties to a resulting contract that the City of Colonial Heights shall not be obligated to purchase or pay for commodities by such contract unless and until they are ordered and delivered.

It is further understood and agreed between the parties to a resulting contract that the City shall be bound hereunder only to the extent of funds available or which may hereafter become available for the purpose of such contract.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Colonial Heights encourages all businesses, including minority and women-owned businesses to respond.

Any bid submitted must include the Signature Sheet which has been signed by an individual authorized to bind the firm. All bids submitted without such signature may be deemed nonresponsive. Original signatures are required on bid documents. Telegraphic or facsimile submission of bids is not acceptable and any such bids shall not be considered.

All quoted prices shall be F.O.B. Delivered to various locations within the City as required throughout the contract period.

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It is the intent of these specifications and any reference to a manufacturer is used to provide a guide to prospective bidders as to the quality of products to be furnished. It is the desire and expectation that all bidders will adhere as closely as possible to these specifications. Any deviations must not produce a product which would be of lesser quality than that described. ALL ITEMS SHALL BE BID AS SPECIFIED.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days except as provided in Section 2.2-4330, Procedure 1, Code of Virginia, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

The successful contractor must comply with the requirements set forth in Section 2.2-4311 of the Code of Virginia (1950 as amended). The City of Colonial Heights does not discriminate against faith-based organizations.

## **SITE VISIT**

To arrange a site visit for clarification of field areas or any questions of a technical nature concerning this Bid Invitation may be directed to Craig Skalak, Recreation and Parks Director, cell: 804-922-0048 [skalakc@colonialheightsva.gov](mailto:skalakc@colonialheightsva.gov). Other questions may be directed to Larry Melvin – Purchasing Agent, Office: 804-520-9333, [melvinL@colonialheightsva.gov](mailto:melvinL@colonialheightsva.gov)

## **CONTRACTORS RESPONSIBILITY**

In accordance with Section 2.2-4311 of the Code of Virginia, every contract for goods or services over \$10,000 shall include the following provisions:

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, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bon-a-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 of 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.

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December 29 2021

21-011902-1124

## **DRUG FREE WORKPLACE**

During the performance of this contract, the Contractor agrees to:

- (i) provide a drug-free workplace for the Contractor's employees;
- (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- (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-contractor or vendor.

The Contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontract 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 a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **REJECTION AND AWARD OF BIDS**

The City of Colonial Heights reserves the right to accept or reject any or all bids or parts of bids, to waive informalities and to request re-bids. The City also reserves the right to award the contract as it deems will best serve its interest. It further reserves the right to award the contract on a lump sum basis, individual item basis, or such combination as shall best serve the interests of the City, including award to multiple contractors, unless otherwise specified.

Any contract resulting from this Invitation for Bid shall not be exclusive to the successful Contractor. The City reserves the right to contract with firms not party to this contract for similar work if it determines to be in its best interest.

Any changes to the requirements of this bid shall be made by written addendum only issued by the Colonial Heights Purchasing Department.

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### **CHOICE OF LAW AND VENUE**

Any disputes under a resulting contract, that cannot be resolved between the City of Colonial Heights and the Contractor, must be resolved in the Circuit Court of the City of Colonial Heights. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.

### **PROTECTION OF PERSONS AND PROPERTY**

Safety Precautions and Programs – The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with this contract.

### **Noncollusion Affidavit of Prime Bidder – (Form Provided Must be Used)**

Each proposal must be accompanied by a properly executed and notarized copy of the Noncollusion Affidavit of Prime Bidder.

### **Other Contract Documents – (Forms Provided Must be Used)**

The contractor agrees to be responsible for, indemnify and hold harmless the City and its representatives from the payment of all sums of money by reason of any claim against the City or its representatives under the Workmen's Compensation Act, and by reason of all or any other accident, injuries, damage or hurt to persons or property that may happen to occur upon or about said work. The contractor agrees that it will, at all times, and at least for one (1) year after the completion of the work, indemnify and hold harmless the City against liabilities from injuries to persons or property, directly or indirectly arising out of the performance or nonperformance of the contract.

Damages to premises, any loss of or damage to property in buildings or to the buildings, caused by the contractor or its employees or agents, shall be promptly repaired or replaced to the satisfaction of the City by the Contractor at the Contractor's expense.

The Hold Harmless Agreement shall be submitted by the successful bidder upon award of the Contract.

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21-011902-1124

Contractor's Insurance

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City, and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish an original Certificate of Insurance, naming City of Colonial Heights as an additional insured. The Contractor shall furnish insurance in satisfactory limits and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract. The contractor will provide a minimum of liability insurance as follows:

- a. Workmen's Compensation – Statutory Limits
- b. Contractors liability covering all operations performed by the contractor or any subcontractor with limits of not less than \$1,000,000 combined single limit. Sub-contractors are subject to the same limits and must submit certificates of insurance to this office. All certificates of insurance must name the City of Colonial Heights as additionally insured.
- c. Automobile liability insurance-all owned, non-owned and hired automobiles with same limits as in (b) above.

Certification of above insurance requirements will be required before the issuance of an award.

Certificate Holder should be listed as – City of Colonial Heights, c/o Purchasing Department, 201 James Avenue, 2<sup>nd</sup> Floor, P.O. Box 3401, Colonial Heights, VA 23834-9001.

Insurance required above shall not be canceled, limited in scope, or non-renewed until after thirty (30) days prior written notice has been given to the Purchasing Department, City of Colonial Heights

Certificates of Insurance shall be signed by an authorized agent of the insurance company and shall attach to the certificate documentation containing company affiliation and title, address and telephone number. Name of person signing certificate of insurance shall also print their name. The authorized agent signing on behalf of the Insurance Company must submit certification that they are a licensed agent to do business for the Company within the State of Virginia.

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December 29, 2021

21-011902-1124

## **SCOPE OF WORK**

The City of Colonial Heights VA, seeks a contractor shall furnish all labor, materials, equipment, permits, fees and insurance coverage for granular fertilization and liquid leaf weed control at various sites in the City of Colonial Heights. All items shall be bid as specified, or approved equal. If quoting other than specified, please provide complete literature.

**Please note this will be split into two separate contracts.** One will be for common areas and the other will be for athletic fields

### **Turf Contract Sites – Common Areas In Colonial Heights**

- Violet Bank Museum – 303 Virginia Avenue
- Colonial Heights Library – 1000 Yacht Basin Drive
- Dunlop Fire Station (Fire Station #2) – 215 Dunlop Farms Boulevard
- Colonial Heights Courthouse – 550 Boulevard
- City Hall – 201 James Avenue
- Public Safety Building (Police Department & Fire Station #1) – 100 A & B Highland Avenue
- Health Department – 200 Highland Avenue
- War Memorial – Boulevard between Lee and Lafayette Avenues
- Legacy Garden – Boulevard and Washington Avenue

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December 29 2021

21-011902-1124

### **Program Treatments (Common Areas):**

- February (First Treatment): Pre & Post-emerge Herbicide Weed Control and Fertilizer. Products Prodiamine 65WG, Escalade 2 and Urea.
- April – May (Second Treatment): Pre & Post-emerge Herbicide Weed Control and Fertilizer. Products Prodiamine 65WG, Escalade 2 and Urea.
- July (Third Treatment): Post-emerge Herbicide Weed Control. Products Escalade 2, Sedgehammer.
- September – October (Fourth Treatment): Starter Fertilizer with Nitrogen, Phosphorus and Potassium. Products Fertilizer Analysis 19-19-19..
- December (Fifth Treatment): Post-emerge Herbicide Weed Control and Fertilizer. Products Cool Power, Urea.

Note: All shown program treatment months are meant solely as a guide. Actual program dates to be determined by weather, temperatures, etc.

### **Turf Contract Specifications – Athletic Fields in Colonial Heights**

### **Field Locations**

- Shepherd Stadium, Civic Field, A Field & B Field – Roanoke Avenue (Fields surrounding 901 Meridian Avenue)
- Soccer Complex – Conduit Road and Yacht Basin Drive (behind 1000 Yacht Basin Drive)
- Lakeview #1 and #2 – 401 Taswell Avenue (near Lakeview Avenue)

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December 29 2021

21-011902-1124

### **Program Treatments (Athletic Fields):**

- **July** – Post-emerge Weed Control & Liquid Fertilizer Application. Product Monument 75WG, Manor and Nitamin. For the locations Shepherd Stadium, Civic Field, A Field, B Field, and Soccer Complex.
- **August** – Granular Fertilizer. \*Product 46% Nitrogen Rate. For the locations Shepherd Stadium, Civic Field, A Field, B Field, Soccer Complex.
- **September** – Granular Fertilizer. \*Product 46% Nitrogen Rate. For the locations Shepherd Stadium, Civic Field, A Field, B Field, Soccer Complex.
- **November** – Fall/Winter Clean up and Pre-emerge. Product Princep 4L, Manor. For the locations A Field, B Field, Soccer Complex: \*ALL FIELDS EXCEPT FENCED-IN AND FIELD #4.
- **March** – Pre-emergent & Post-emerge Weed Control. Products Ronstar 50WSP, Monument 75WG and Manor. For the locations Shepherd Stadium, Civic Field, A Field, B Field, Lakeview 1, Lakeview 2, Soccer Complex.
- **May/June** – Post-emerge Weed Control & Liquid Fertilizer Application. Products Monument 75WG, Manor and Nitamin. For the locations Shepherd Stadium, Civic Field, A Field, B Field, Lakeview 1, Lakeview 2.

Note: All shown program treatment months are meant solely as a guide. Actual program dates to be determined by weather, temperatures, etc.

### **Pricing & Compliance**

All pricing shall include inspections and spot treatment of crab grass with Drive Herbicide and Gallery Herbicide or any other problems as needed.

Contractors are responsible for being in compliance, with all Federal, State and Local requirements and securing appropriate licenses for this project. Proof of License will be required to be furnished.

The Contractor shall be responsible for securing all permits from any City, State, Federal or other agencies as may be required to perform the work. Charges for permits from the City will be waived.

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December 29 2021

21-011902-1124

## **SUBCONTRACTING OF WORK**

The contractor shall not subcontract work or portions of work assigned under the resulting contract without written consent by the City. All work performed by any subcontractor shall be coordinated by the Contractor, and the Contractor shall be responsible to the City for all work performed by any subcontractor.

## **GENERAL SPECIFICATIONS**

When at the job site, workers in the employment of the Contractor shall be required to conduct themselves in a workmanlike manner. The City reserves the right to request replacement of any contractor personnel not qualified to perform the required work.

The City requires that all skilled and non-skilled contractor personnel be adequately experienced to carry out duties as required.

Bidders may or may not be awarded projects for which this contract is used. However, should a company bidding on this invitation for bid be awarded a contract, the prices in this bid will apply throughout the contract period.

It is understood and agreed between the parties to a resulting contract that the City will not be obligated to purchase or pay for commodities, supplies, equipment or services covered by this contract unless and until they are ordered, delivered or performed.

## **CONTRACT TERM AND RENEWAL**

The initial contract period shall run for a period of one (1) year, with the option to renew for four (4) additional one (1) year periods, upon mutual consent of the parties to the contract.

For future contract periods, price increases shall be limited to the percentage increase in the Consumer Price Index (CPI) for the previous twelve (12) month period. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term. Contract renewals are not limited to an increase; a decrease in unit pricing may also be allowed if offered by a Contractor.

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## **CONTRACT TERMINATION**

Either party to the contract resulting from this Bid Invitation may terminate the agreement by thirty (30) days written notice to the other party. The Contractor agrees that any resulting contract shall be subject to annual appropriations of the Colonial Heights City Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

## **CONTRACTOR QUALIFICATION - References**

The Contractor shall provide references from at least three (3) companies, preferably municipalities, for which work has been performed in the last twelve (12) months. References shall be indicated in the BID FORM.

The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if evidence submitted by or investigation of such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditionals bids will not be accepted.

## **CONTRACTOR REGISTRATION**

If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty e thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by a bidder within any twelve month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1, code of Virginia (1950) as amended, to be licensed by the State Board of Contractors as a “Class A Contractor”. If such a contract is for ten thousand dollars (\$10,000) or more ut less than one hundred and twenty thousand dollars (\$120,000), the bidder is required to be licensed as a “Class B Contractor”. If such a contract is for one thousand dollars 1,000 or more but less than ten thousand dollars (\$10,000) and is not for electrical, plumbing or HVAC work, the bidder is required to be licensed as a “Class C Contractor”. **The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature, the contractors class and license number.**

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide such Contractor license to the City of Colonial Heights in writing when requested to do so before or after the opening of Bids, he shall be deemed to be in violation of Section 54.1-1115 of the Code of Virginia (1950) as amended, and his bid will not be considered.

If a Bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

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## **BID EVALUATION AND AWARD**

The City will evaluate bids based on unit price bid per item. Award will be made to the lowest responsive and responsible bidder(s) based on the total unit price bid per item.

### **PROPOSAL**

Furnish all labor, materials, equipment, permits, fees and insurance coverage as required for granular fertilization and liquid leaf weed control at various places within the City of Colonial Heights in accordance with specifications and conditions as outlined in this Invitation for Bids. Applications shall be done as follows:

#### **Turf Contract Sites – Common Areas**

Item #	Quantity	Description	Unit Price	Total
1	5	Violet Bank Museum – 303 VA Avenue	\$ _____	\$ _____
2	5	Library – 1000 Yacht Basin Drive	\$ _____	\$ _____
3	5	Dunlop Farms Fire Station (Fire Station 2) 215 Dunlop Farms Boulevard	\$ _____	\$ _____
4	5	Courthouse – 550 Boulevard	\$ _____	\$ _____
5	5	City Hall – 201 James Avenue	\$ _____	\$ _____
6	5	Public Safety Building (Police & Fire Station #1) – 100 A & B Highland Avenue	\$ _____	\$ _____
7	5	Health Department 200 Highland Avenue	\$ _____	\$ _____
8	5	War Memorial – on the Boulevard between Lee and Lafayette Avenue	\$ _____	\$ _____
9	5	Legacy Garden – Boulevard and Washington Avenue	\$ _____	\$ _____
			Total	\$ _____

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**Turf Athletic Sites**

Item #	Quantity	Description	Unit Price	Total
1	1	July Treatment – Shepherd Stadium, Civic Field A & B, Soccer Complex	\$ _____	\$ _____
2	1	August Treatment – Shepherd Stadium, Civic Field A & B, Soccer Complex	\$ _____	\$ _____
3	1	September Treatment - Shepherd Stadium, Civic Field A & B, Soccer Complex	\$ _____	\$ _____
4	1	November Treatment - A Field, B Field, Soccer Complex	\$ _____	\$ _____
5	1	March Treatment - Shepherd Stadium, Civic Field A & B Lakeview 1 & Lakeview 2, Soccer Field	\$ _____	\$ _____
6	1	May/June Treatment - Shepherd Stadium Civic Field A & B Lakeview 1 Lakeview 2	\$ _____	\$ _____
			Total	\$ _____

**Summary:**

- Turf Common Areas: \$ \_\_\_\_\_

- Turf Athletic Sites: \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

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References:

Name of firm/ municipality \_\_\_\_\_

Address \_\_\_\_\_

Contact name \_\_\_\_\_

Phone number (\_\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

Name of firm/ municipality \_\_\_\_\_

Address \_\_\_\_\_

Contact name \_\_\_\_\_

Phone number (\_\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

Name of firm/ municipality \_\_\_\_\_

Address \_\_\_\_\_

Contact name \_\_\_\_\_

Phone number (\_\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

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Returning Your Bid;

Bids can be hand delivered or by mail to:

City of Colonial Heights VA – City Hall  
Finance/Purchasing Department  
PO Box 3401  
201 James Avenue – 2<sup>nd</sup> Floor  
Colonial Heights VA 23834  
Attn: Larry H. Melvin – Purchasing Agent

Please put on the outside of your envelope:

Invitation for Bid 21-011902-1124  
Annual Contract for Granular Fertilization and Liquid Leaf Weed Control  
Bid Opening: January 19 2021, 2:00 PM EDT

City of Colonial Heights  
Purchasing Department  
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**If Signature is other than the President, please furnish this office a letter of explanation for authority to sign for the President.**

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

Taxpayer's Identification \_\_\_\_\_ Email Address \_\_\_\_\_

Complete Address \_\_\_\_\_

Name (Type or Print) \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Telephone number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

Contractors Class \_\_\_\_\_ Contractors License Number \_\_\_\_\_

In compliance with Invitation for Bids 21-010702-1124 and all conditions thereof and attached thereto, the undersigned offers and agrees, if this Bid be accepted within 90 calendar days from the date of opening, to furnish any and all of the items upon which the prices are quoted.

My signature certifies that the accompanying proposal is not the result of or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law and can result in fines, prison sentences and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or personal that could be considered as a conflict of interest to the City of Colonial Heights, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationship with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Colonial Heights, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Colonial Heights.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Secretary \_\_\_\_\_  
Name \_\_\_\_\_

By \_\_\_\_\_  
Signature of Bidder/Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_ name / Title , My Commission Expires \_\_\_\_\_

## NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_

City of \_\_\_\_\_

County \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_  
(Owner, partner, officer, representative or agent)

Of \_\_\_\_\_, the bidder has submitted the attached Bid:

- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspire, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or Sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Colonial Heights or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ (Title)

My commission expires \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

I (we) \_\_\_\_\_, agree to the following provision relating to Indemnification of the CITY OF COLONIAL HEIGHTS whereby:

- (a) The Contractor shall indemnify and save harmless the City, its agents and employees from and against all claims, damages, losses to persons or to property and expenses including attorneys' fees alleged to have been caused through the negligent performance of any part of the work herein, whether such default be asserted to have been in the performance of any part of the work herein, whether such default be asserted to have been in the performance of a duty of employees, to the owners of property or to members of the public. Contractor shall be responsible to City for the acts and omissions of all person, firms or corporations directly or indirectly employed by contractor in connection with the work.
- (b) In any and all claims against the City or any of their agents or employees by any employee of the Contractor or anyone directly or indirectly employed by them may be liable, the indemnification obligation under paragraph (a) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation act, disability benefit acts or other employee benefit acts. Insurance coverage specified in any part of this contract constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
(Name and Title)

STATE OF \_\_\_\_\_ of \_\_\_\_\_

To-WIT: I \_\_\_\_\_ a Notary Public in and for the \_\_\_\_\_

\_\_\_\_\_  
Aforesaid in the State aforesaid, do certify that \_\_\_\_\_

\_\_\_\_\_  
whose name is signed to the above agreement bearing the date of \_\_\_\_\_

\_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared before me in my

\_\_\_\_\_  
and State aforesaid and acknowledged the same as his / her act and deed.

My Commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_. 20\_\_\_\_\_.

SIGNATURE OF NOTARY PUBLIC