

CITY OF GALAX
INVITATION FOR BIDS 26-0002
FOR
CHESTNUT CREEK LANDSCAPING SERVICES



October 15, 2025

NAME OF SOLICITING PUBLIC BODY

CITY OF GALAX
111 EAST GRAYSON STREET
GALAX, VA 24333

SUMMARY:

The City of Galax is seeking bids from qualified Contractors for mowing and removal of debris along Chestnut Creek, twice annually, and all the specifications described herein. This is for a contractual term of one (1) year, beginning on the date of award notice. Any term extension must be agreed in writing by the City of Galax and the Contractor. The mowing services must include the work described herein under Scope of Work. The City of Galax reserves the right to waive irregularities and to reject any and all bids. This procurement is being conducted in accordance with the Virginia Public Procurement Act (2.2-4300 et seq., Code of Virginia) and the procurement regulations of the City of Galax.

BID DUE DATE AND TIME:

Sealed bids will be received until **October 30, 2025 at 2:00 PM** for the Chestnut Creek Landscaping Services. Please check for updates prior to submitting a bid to ensure timely delivery to the City of Galax Municipal Building. It is the responsibility of the Bidder to check for additional updates prior to submission of bid.

Electronic submissions will not be accepted.

BIDS SHALL BE MAILED OR HAND DELIVERED TO:

City of Galax
Attention: Derek Spraker
111 East Grayson Street
Galax, VA 24333

QUESTIONS DUE DATE AND TIME:

Questions and Inquiries from Bidders must be directed to: Derek Spraker, Procurement Specialist, (276) 236-2131, or dspraker@galaxva.com and must be received by Wednesday, October 22, 2025 at 2:00 PM. Answers to such questions that materially change the conditions and specifications of this Invitation for Bids will be posted as an addendum.

I. INSTRUCTION TO BIDDERS:

- A. The General Contractor and his/her Sub-Contractor shall be properly licensed and certified to perform work in Virginia and the City of Galax. The Contractor shall submit a copy of his liability insurance policy and worker's compensation policy, as applicable.
- B. The Contractor shall have recent and relevant landscaping experience and provide three (3) references for this work on the attached Bid Form.
- C. The Contractor shall provide all supervision, labor, materials, equipment and transportation necessary to complete all labor and necessary maintenance. All equipment shall be in proper working condition and insured.
- D. Specifications incorporated into this Invitation to Bid shall be followed accordingly. Bids must be made by utilizing, signing, and submitting the respective Bid Forms. The Bid Form must include the Contractors rates per hour for each piece of equipment and exceptions to the specification (if any), to be considered responsive. The Bid Form in its entirety must be completed and returned for a Bidder to be considered responsive.
- E. All bids shall be valid for 45 days.
- F. The City of Galax is not responsible for verbal clarification of information provided by parties other than City of Galax staff.
- G. Bidders are responsible for familiarizing themselves with all of the requirements stated herein.
- H. All bids must be submitted in a sealed envelope and clearly marked as follows:

(Business/Contractor Name)

Sealed Bid

City of Galax IFB #26-0002

CHESTNUT CREEK LANDSCAPING SERVICES

Bid Opening: (Insert Date and Time as stated on Page 1 of this IFB, or as revised in any Addendum issued.)

DO NOT OPEN

- I. Any vendor transacting business with City of Galax may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

II. SCOPE OF WORK

The City of Galax reserves the right to alter the Scope of Work for this project as deemed in the best interest of the City.

- Mow & remove vegetative debris along both (east and west) banks of Chestnut Creek.
- Project area has its upstream terminus at an island in Chestnut Creek located northeast of the S. Main Street bridge; project area has its downstream terminus at the New River State Park trailhead located northwest of the E. Stuart Drive (Rt. 58) bridge. (See attached map, Attachment A.)
- Project includes approximately 17,000 linear feet of creek bank (approximately 8,500 linear feet on each side of the creek).
- Project includes the removal of vegetative debris (trees, limbs, and shrubs; not including grass).
- Project requires mowing twice annually (roughly May/June and October/November of each year).
- In accordance with Virginia Department of Environmental Quality (VDEQ) requirements, no vehicular equipment is permitted within the waters of the creek.

IV. TERMS AND CONDITIONS:

A. Acceptance, Invoicing and Payment. Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the City. City of Galax will make payment to the Contractor, Net 30 days after receipt of an acceptable invoice for services or goods rendered resulting from this IFB.

B. Worksite Damage. Any damage to utilities, equipment, finished surfaces, guardrail, curb and gutter, paved shoulders, drainage, mailboxes, driveways or any other state or private property resulting from negligent work performed pursuant to this Agreement shall be repaired to the City's satisfaction at the Contractor's expense.

C. Damage Claims. The Contractor shall be responsible for resolving any and all claims. Claims made to the City as a result of this work will be referred to the Contractor for handling. Failure to properly respond to and resolve the property claims constitutes unsatisfactory performance and may result in cancellation of the Agreement.

D. Contract Award. City of Galax reserves the right to accept or reject any and/or all bids, and to waive informalities. City of Galax reserves the right to award any contract resulting from this IFB to the lowest responsive and responsible Bidder, resulting in a contract that is most advantageous and in the best interest of City of Galax. City of Galax shall be the sole judge of the bids and the resulting contract that best serves the public interest, and City of Galax's decision shall be final.

E. Contract Changes. The City of Galax may make changes in the work of this Contract by written order. In making any change, the charge or credit for the change shall be determined by the City of Galax in which the change order shall stipulate the mutually agreed price that shall be added to or deducted from the contract price. The Contractor shall furnish the City of Galax with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.

F. Contract Extension. This contract is a one (1) year term, beginning on the date of award notice. The City reserves the right to negotiate an extension to the contract with the Contractor. Any term extension must be agreed in writing by the City of Galax and the Contractor.

G. Contract Documents. The contract entered into by City of Galax and the Contractor shall consist of this Invitation for Bid, any Addendum issued, the signed Bid Forms submitted by the Contractor, City of Galax's Notice of Award to the Awarded Bidder, Purchase Order, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

H. IFB and Bid Clarification. The City of Galax reserves the right to request clarification of information submitted and to request additional information of one or more Bidders. Each Bidder shall examine the IFB and shall judge all matters relating to the adequacy and accuracy of such IFB. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the IFB shall be submitted in writing to the City of Galax. The City of Galax shall not be responsible for oral interpretations given by an employee, representative, agent, or others. The issuance of a written IFB Addendum issued by the City of Galax is the only official method whereby interpretation, clarification, or additional information can be issued.

I. Insurance. During the performance of any contract resulting from this IFB, the Contractor shall have and keep current insurance whichever is greater in scope or amount as follows:

1. **Worker's Compensation Insurance** in compliance with all states in which the Contractor does business, including coverage B Employer's Liability in not less than the following amounts:

- a. Bodily Injury by accident, \$100,000 for each accident;
- b. Bodily Injury by disease, \$500,000 policy limit;
- c. Bodily Injury by disease, \$100,000 for each employee;

2) **General Liability Insurance** in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent contractors, and personal injury;

3) **Automobile Liability Insurance** in an amount not less than \$1,000,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned vehicle.

The General Liability and Automobile Liability insurance policies specified herein shall name City of Galax as additional insured with regard to work performed under any contract resulting from this IFB. The Contractor shall provide City of Galax with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying City of Galax if there is any change in liability insurance.

J. Subcontractor and Assignments. The Contractor shall not sublet or assign or transfer any interest in this Contract or any portion thereof without the prior written consent of City of Galax of which City of Galax shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Contractor shall furnish all information required by City of Galax to permit City of Galax to ascertain the qualifications of the proposed Subcontractor to perform the work, and the Contractor shall submit a copy of the subcontract to City of Galax for approval. The subcontractor shall incorporate by reference all provisions and conditions of the contract resulting from this solicitation.

City of Galax's approval of a Subcontractor shall not relieve the Contractor of any of its responsibilities, duties or liabilities hereunder. The Contractor shall continue to be responsible to City of Galax for performance of the Subcontractor and the Subcontractor, for all purposes, shall be deemed to be an agent or employee of the Contractor. Nothing in the Contract resulting from this IFB or any subcontract shall create any contractual relationship between any Subcontractor and City of Galax.

K. Tax Exemption. The City of Galax as a public body politic and corporate of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the City of Galax. The Contractor shall pay all City, State, and Federal taxes required by law enacted at the time bids are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the City and the Contractor, as taxes shall be the obligation of the Contractor and not of the City, and the City shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

L. Termination. City of Galax shall have the right to terminate at City of Galax's convenience, with or without cause, any contract resulting from this IFB by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by City of Galax. If termination is for convenience, the contract may be terminated upon thirty (30) day notice to the Contractor. In the event of termination for cause, the thirty (30) day advance is waived.

M. Testing and Inspection. City of Galax reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications described herein.

N. Licenses and Permits. The Contractor shall file, secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, unless otherwise specified by the City of Galax.

O. Contractor Qualifications and Performance. The Contractor shall have related experience, capability, capacity, and full knowledge of all responsibilities, including applicable restrictions associated to the work for government entities to fully satisfy all contractual requirements. The Contractor, his/her work force and subcontractors shall be properly trained, and the materials and equipment meet satisfactory standards to perform the highest quality work equal to or better than construction industry standards and particular trades involved. This includes prompt response to requests for construction and completions of projects in a timely fashion once guidelines and schedules are established by the City. The Contractor will be responsible for coordinating all work in areas with City of Galax Public Works.

- A. After receipt of contract, the Contractor will meet with the appropriate City staff to discuss responsibilities and other parameters associated with the requirements. The Contractor shall appoint at least one person who shall be designed at the point of contact (POC), and the Contractor's POC shall review the work and job sites with the appropriate City staff and shall be the channel for all inquiries concerning work in progress or work to be started under this contract. The POC should be readily available to review all phases of the work. The Contractor shall notify the City of any changes in person designed as the POC. The POC shall have the capability to communicate and comprehend, both verbally and in writing the English language and have the

ability of transmitting instructions to members of the Contractor's work crew. The City shall be able to contact the POC within minutes.

- B. The Contractor its agents, personnel, subcontractors, and suppliers will comply with all local, state and federal, OSHA, and health and safety rules, regulations, standards, policies, specifications, authorizations, and other requirements such as: licenses, codes, laws, authorizations, and other responsibilities applicable to the business for the proper execution and completion of the work, and shall obtain, secure, and maintain necessary permits.
- C. The Contractor will ensure that its agents, personnel, subcontractors, and suppliers will perform work so not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor, The Contractor shall exercise caution and discretion necessary to avoid injury to person or damages to property (i.e., apparatus, buildings, grounds, appurtenances, and furnishings) of any and all kind that might be done or caused by work performed by the Contractor. Any damages of any kind caused directly or indirectly by the Contractor, agents, personnel, subcontractors, and suppliers shall be repaired and/or replaced at the expense of the Contractor by methods approved the City to restore the damaged area(s) to its original condition. Such repairs shall be deemed acceptable only after inspection and approval by the City.
- D. All refuse, rubbish, scrap materials, and debris caused by the Contractor's operations shall be removed and disposed of. No such refuse, rubbish, scrap material, and debris shall be left within the completed work area nor buried on the project site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise required by law. The Contractor shall include any costs for disposal included in their proposed rates. If the Contractor fails to clean up at the completion of the work, the City may do so and invoice the Contractor for all costs and charges necessary.

P. Anti-Discrimination. The City certifies that it shall not discriminate against any Bidder or Contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is 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 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).

Q. 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; 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 subcontractor or Contractor.

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 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.

R. Indemnification. Contractor agrees to indemnify, defend and hold harmless the City of Galax, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, or any injuries suffered as a result of the negligence of Contractor, contractors employees or agents, or any party for whom the Contractor is responsible provided that such liability is not attributable to the sole negligence of the City or failure of the City to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.

ATTACHMENT A:

Chestnut Creek Mowing & Debris Removal



1. Downstream terminus at New River State Park trailhead, beyond VDCR parking lot and veterinary clinic.
2. Upstream terminus east of S. Main Street bridge at island. Note: no vehicular equipment allowed in creek; island must be cleared manually.



ATTACHMENT B:



**CITY OF GALAX
IFB 26-0002 BID FORM
FOR
CHESTNUT CREEK LANDSCAPING SERVICES**

In compliance and subject to the specifications given under Scope of Work, the undersigned Contractor proposes to furnish all labor, equipment, and materials in addition to the performance of all work necessary for complete construction of this project, in accordance with the Invitation for Bids.

Bidder Information:

Name of Firm:	
Address of Firm:	
Contractor License Number:	
Name of Submitter of Bid:	
Title:	
Phone Number:	
Email Address:	

Bidder agrees to provide equipment and perform all of the work indicated in IFB #26-0002 for the following price rates:

LABOR RATE PER HOUR: _____

Detailed breakdown of pricing for all landscaping services included in this bid:

Deviations from IFB #26-0002 Specifications, if any:

By signature, I certify that the bid as submitted complies with all Terms and Conditions as set forth in IFB #26-0002. If there are any parts of the terms and conditions that the company cannot meet, I have indicated which ones on the attached page.

By signature, I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same material, equipment or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of Virginia Governmental Fraud Act and Federal Law and can result in consequences. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

Signature: _____

Printed Name: _____

Official Title: _____

References

Reference #1

Name of Agency:	
Contact/Title:	
Phone Number:	
Types of services provided:	
Contract Dates:	

Reference #2

Name of Agency:	
Contact/Title:	
Phone Number:	
Types of services provided:	
Contract Dates:	

Reference #3

Name of Agency:	
Contact/Title:	
Phone Number:	
Types of services provided:	
Contract Dates:	