

TOWN OF WARRENTON, VIRGINIA

INVITATION FOR BID – MOWING AND TRIMMING – PUBLIC WORKS

IFB Number: # 10-011

Closing Date: March 16, 2010 at 2:00 PM

ALL BIDS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

One (1) original and (1) copy of each bid, including any attachment, shall be mailed or delivered to:

*Town of Warrenton
Purchasing Agent
18 Court Street
P.O. Drawer 341
Warrenton, Virginia 20188*

All inquiries for information regarding procurement procedures, selection criteria, bid submission requirements, or other fiscal/administrative concerns shall be directed to:

Joan Jackson, Purchasing Agent
P.O. Drawer 341
18 Court Street
Warrenton, VA 20188

Phone: 540-347-1102
Fax: 540-349-2414
e-mail staff@warrentonva.gov

For technical information relating to this IFB, please contact:

Robert G. Butler, Superintendent of Public Works
P.O. Drawer 341
360 Falmouth Street
Warrenton, VA 20186

Phone: 540-347-1858
Fax: 540-349-8339
e-mail: rbutler@warrentonva.gov

In compliance with this Invitation for Bid and all the conditions imposed herein, the undersigned offers and agrees to furnish the goods in accordance with the signed bid or as mutually agreed upon by subsequent negotiations.

Name and Address: _____ Phone #: _____

_____ Fax #: _____
_____ Date: _____

Submitted by: _____ FEIN/SSN: _____
PRINTED NAME

Signature

CERTIFICATION PAGE

RETURN THIS PAGE WITH PROPOSAL SUBMISSION

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The following Special Terms and Conditions shall govern this purchase:

1. A list of Specifications for annual mowing and trimming is attached as Exhibit A.
2. There will be an optional Pre-Bid meeting at the Public Works Facility at 360 Falmouth Street at 8:30AM on March 9, 2010. A site visit will be conducted immediately following the pre-bid meeting.
3. The contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.
4. The contractor shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested** a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.
5. All bids must be placed on the enclosed Bid Sheet Exhibit B to be considered responsive.
6. Payment terms are, net 30 days from date of invoice approval by the Superintendent of Public Works. All invoices must include but not limited to. Req. #, dates, locations and number of cuts for invoice. All invoices must be submitted monthly, and within 30 days of last date of service on invoice.
7. The successful contractor will receive a purchase order with the Town of Warrenton.
8. Prior to submitting the proposal, prospective contractors are recommended to attend a site visit at the mentioned locations on March 9, 2010.
9. All bids are good (60) days from the bid opening date.
10. The Town reserves the right to increase/decrease the quantities on the contract. All work is subject to availability of funds for the duration of contract. The Town of Warrenton reserves the right to terminate this contract at any time for any reason.
11. The contractor shall be responsible for keeping the roadways and sidewalks adjacent to

the work area clean and free of debris.

12. Any grass/weeds that need mowing/trimming from the edge of asphalt, to the mowing area is the responsibility of the contractor. This includes grass/weeds in and along curbing and in the sidewalk.
13. The General Terms & Conditions as attached as Exhibit C shall apply to this bid.

ALL BIDS MUST BE SIGNED AND SEALED IN AN ENVELOPE PLAINLY MARKED ON THE OUTSIDE, "SEALED BID ON MOWING AND TRIMMING – PW, IFB #10-011 TO BE OPENED, March 16, 2010 AT 2:00 P.M.", AND SHALL BE FORWARDED TO THE PURCHASING DIRECTOR.

Bids shall be opened and read aloud by the Purchasing Director at the appointed hour and date in the presence of the Public Works Director, or his designee and such of the bidders or members of the public as choose to attend.

The Town reserves the right to reject any and all bids and waive all informalities. In the event the Town manager chooses to reject all bids, the Town will re-advertise or make the purchase on the open market. The Town, through its duly adopted policies, may reject any or all bids.

The Town of Warrenton does not discriminate on the basis of handicapped status in admission or access to its programs and activities. Accommodations will be made for handicapped persons upon prior requests.

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EXHIBIT A

SPECIFICATIONS FOR ANNUAL MOWING AND TRIMMING – Public Works

1. **Scope of Work:**

The contractor shall provide all equipment and qualified personnel to perform lawn maintenance services including but not limited to mowing, string-trimming, edging and bush-hogging, in accordance with all specifications, terms and conditions specified herein and attached hereto. This contract will be utilized primarily by the Public Works Department of the Town of Warrenton. The Town reserves the right to add or delete related item requirements during the term of the contract, at the unit prices specified in the resulting contract.

General Requirements

The Contractor shall mow weekly unless otherwise specified by the type of lawn maintenance required. Prior to each mowing operation, the Contractor shall clean trash and debris from all areas to be mowed and remove from Owner sites, to ensure clean mowing conditions and preserve Contractor equipment. The Contractor is not required to empty Owner trash receptacles as part of the pre-mowing procedure. The Contractor shall collect and remove all heavy, noticeable grass clippings and remove from the Town sites within twenty-four (24) hours of mowing. Light clippings shall be left undisturbed. The Contractor shall mow and trim sites in such a manner to avoid bumping, girdling, and/or causing any other damage to trees, shrubs, plants, fences, and signs. The Contractor shall not mow under conditions wet enough to result in damage to turf or unsafe mowing conditions for the Contractor.

2. **Contractor Equipment**

The Contractor shall provide all equipment to perform lawn maintenance services, including but not limited to, riding and push mowers, string trimmers, edgers, sweepers, and bush-hogging equipment. All mowing equipment shall be equipped with turf tires to avoid excessive marking of turf. The Contractor shall keep all mower blades sharpened to provide a smooth, clean cut. The Contractor shall not use any chemicals in the lawn maintenance process unless written approval has been granted by the owner. The Contractor shall provide a completed Equipment List, as part of the Contractor Data Sheet, indicating all pieces of equipment that shall be used to successfully complete the lawn maintenance tasks as outlined herein. All equipment provided on the Equipment List shall be in good working order and safety equipment properly maintained and ready for use to perform the contract duties. Failure to provide this list may cause bidder to be declared non-responsive.

3. **Scheduling Services**

The Contractor shall notify Public Works Superintendent, of their presence on the Town's site prior to commencing any mowing operation. The Town sites are publicly used properties; the Contractor shall take every precaution to insure the safety of the public during mowing operations. Prior to the beginning of the mowing season, Contractor shall furnish the Town representative(s) with a tentative schedule indicating dates, and locations for mowing, for the length of the mowing season. The Contractor shall notify the Public Works Superintendent or his representative(s) of any changes to this schedule.

3.1 **Mowing Season and Hours**

Contractor shall provide lawn maintenance services from approximately April 15th through October 15th,

approximately twenty eight (28) weeks. Contractor shall not provide services before or after this time unless authorized to do so by the Public Works Department through a purchase order modification/change order. Regular mowing shall take place between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and unless preempted by scheduled activities. With the exception of the parking lots that must be mowed between the hours of 5:30 p.m. -9:00 p.m. and 6:00 a.m.- 7:00 a.m. Monday thru Friday.

3.2 Temporary Suspension of Lawn Maintenance

The Town representatives will make every effort to inform Contractor of scheduled events that may hamper the lawn maintenance process. The Town reserves the right to suspend mowing operations for any particular section of a site for any reason the Town deems necessary, typically this will be weather related. When either of these conditions occur, Contractor will be notified in writing, e-mail and or phone, when and if mowing operations are suspended.

4. Mowing Area Descriptions

The Contractor shall mow turf at a height of 2.5-3.0 inches from the commencement of the mowing season through the end of the mowing season. The Contractor shall raise the height of the turf mowing to 3 to 3.5 inches during the period of June through August, to adjust for the warmer temperatures. ***The Contractor shall include in the pricing for this section, all weekly string trimming of fences, posts and benches/bleachers within this section.*** All banks are to be mowed/trimmed to 3.5 inches during the entire season. The Contractor shall bush-hog areas designated by the Town, according to the following requirements. All bush hogging shall be at a height of 4.5 inches with each cutting. Bidders shall indicate a price per acre for all bush- hogging. All areas to be bush-hogged are rolling hills or open acres with minimal obstructions. The bank areas consist of lawn quality mowing and trimming. Mowing requirements for this section will include trimming around landscaping including but not limited to, ornamental shrubbery, trees, signs and flowerbeds. ***The Contractor shall provide services in this section to include, but not limited to, mowing to the turf height of 3.5 inches, string trimming, raking, blower/sweeper services to pick up excess clippings from turf and sidewalk areas and monthly mechanical edging of all paved areas, curbs and walkways.***

5. Optional Site Inspection/Review of Aerial Maps

All potential bidders shall have the opportunity to visit the various sites as listed, to collect further data in determining their ability to perform the services required. All bidders shall also have the opportunity and are strongly encouraged to review the aerial photos for each site on the date and at the location listed. No plea of ignorance of conditions that exist shall be the basis of additional compensation. ***Bidders are strongly urged to conduct site inspections prior to the optional pre-bid conference, so that any clarification can be made at that time.***

6. Contract Administrator

The successful administration of this contract will require close coordination of the Contractor and the Towns representative(s). The Town representative for contract administration will be the Superintendent of Public Works. The Town shall report any problems or deviations observed which may violate the provisions of the contract to the Procurement Division. The Town's representative(s) will determine the amount, quality, acceptability and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made to the contract must be authorized by the Procurement Representative and issued as a written amendment to the Contract.

7. Evaluation and Award

Bidders shall price out each area based on the mowing required. The acreage provided is the closest possible representation of each site, plus. Bidder(s) shall provide the firm, fixed prices in the form of a per site charge for equipment and labor to provide the services as specified herein. All bids received must have prices for all base bid items to be considered responsive. The contract will be awarded to the contractor with the lowest bid for total base bid. The Town may choose multiple contractors, if it is determined to be at the best interest of the Town, or the base bid is declared a non-responsive bid by any contractor(s).

8. Repairing Damages to Property

If The Town does not feel the mowing meets the standards, could result in a reduction in paid amount from invoice. In the event that the Town field surfaces, grounds, fences or equipment are damaged as a result of Contractor lawn maintenance operations, the contractor shall repair such damage to the Towns satisfaction, at the Contractor's expense. The Contractor shall repair any damage within thirty days notification by the Town. Failure to repair damages will result in deduction of payment, based on fair and reasonable quotations for the Town repairs as obtained by the Town, from subsequent Contractor invoices.

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CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF BIDDER: Bidders must have the capability and capacity in all respects to fully satisfy the contractual requirements as specified.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: Years _____ Months _____.
3. REFERENCES: Indicate below a listing of at least three (3) recent or present contracts in which you have provided this type of work of the size and scope specified.

Contact Person

| <u>Client Name and Address</u> | <u>Phone Number</u> | <u>Period of Contract</u> |
|--------------------------------|---------------------|---------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Check Applicable Description:

Corporation__ Partnership__ Individual__ Joint Venture__ Other__

CONTINUED ON NEXT PAGE

RETURN THIS PAGE AND THE FOLLOWING PAGE

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BASE BID:

- AREA 1. Bypass. On both sides of Southbound Rt. 29 ramp from Lee St. Extended. Mow 3 mower widths the entire length of ramp from Lee St. to Rt. 29.
Mow 3 mower widths on both sides of Westbound Lee St. Ramp from Rt. 29 onto Lee St. Extended, mowing entire length from Rt. 29 to Lee St. Extended.
On 29 Bypass mow/trim on the East side of Lineweaver Industrial Park Sign, up to 100 ft. North and South of sign. Mow/trim from edge of pavement to fence.
- AREA 2. Lee St. Extended from Rt. 29 ramps to Falmouth St. Mow and trim median and both sides of Lee St. Extended, to include 2 ft. behind guardrail, or tree/brush line in areas without guardrail. Do not leave cuttings in roadway and blow sidewalk clean.
- AREA 3. Banks on Blackwell Rd. Mow/trim all steep banks and surrounding areas from roadway to fence line or tree line where applicable. Areas include: East side of the roadway from driveway opposite of King Street down to the first driveway past Old Alexandria Pike. West side of Roadway from Moorehead Subdivision Entrance to Rock Point Lane. This area is to be cut to 3.5 inches the entire season.
- AREA 4. Parking Lots. Post Office lot- both levels, Lot A, Lot B, Lot C, Lot D, Lot E, Lot F, Lot G, Lot H and Lot I. Mow and trim, remove all trimmings from sidewalks and roadways.
Parking Lot A: Lee Street
Parking Lot B: Between 2nd & 3rd Sts. South Side
Parking Lot C: Between 3rd & 4th Sts. South Side
Parking Lot D: 5th St. at Lee. South Side. Farmers Market.
Parking Lot E: Between 1st & 3rd Sts. North Side
Parking Lot F: Between 4th & 5th Sts. South Side. Closest to Main St.
Parking Lot G: Off of lower South 5th St.
Parking Lot H: From Keith St. South side of W. Lee St. between Sheriffs Office and jail.
Parking Lot I: North 5th Street behind Warrenton Baptist Church.

OPTIONAL AREAS:

OPTION A.

From South bound Lee Highway ramp on Rt. 29 Bypass, from the end of the ramp to 100 ft. North of the Lineweaver Sign. Monday to also include from 100 ft. South of the Lineweaver sign to Academy Hill overpass. From Rt. - 29 S. on ramp off of Meetze Rd. Mow both sides of on ramp and continue onto Rt.-29 S., same side, to Greenway Trail.

MOWING:

No specific areas. Various Town owned properties or Right of Ways to be cut to a minimum

of 2.5 / 3" to a maximum of 3.5 during June through August or periods of drought determined by the Town. Any grass/weeds that need mowing/trimming from the edge of asphalt, to the mowing area is the responsibility of the contractor. This includes grass/weeds in and along curbing and in the sidewalk.

BUSHHOGGING:

No specific areas. Acreage is rolling hills or open fields with minimal obstructions. To be cut to a minimum height of 4.5 inches.

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Exhibit B

BID SHEET

March 16, 2010

Mowing and trimming list of areas to be mowed and trimmed.

| PUBLIC WORKS BASE BID | Per Cut | #Cuts | Total Cost |
|--|----------|-------|------------|
| 1) Bypass | \$ _____ | 8 | \$ _____ |
| 2) Lee Street Extended, See photo / site visit | \$ _____ | 28 | \$ _____ |
| 3) Banks on Blackwell Road | \$ _____ | 8 | \$ _____ |
| 4) Parking Lots | \$ _____ | 28 | \$ _____ |
| | | Total | \$ _____ |
| OPTIONS | | | |
| 5) Option A (Area 1) | \$ _____ | 8 | \$ _____ |
| 6) Mowing per acre | \$ _____ | | |
| 7) Bush-hogging per acre. | \$ _____ | | |

Company Name

Address

Date

City, State, Zip

Phone Number

Authorized Signature

Fax Number

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Bid Checklist for Bid Submission

IMPORTANT: The following items must be enclosed in a sealed envelope, clearly marked **“SEALED BID ON MOWING AND TRIMMING – PW, IFB 10-011, MARCH 16, 2010 AT 2:00 P.M.** in order for your bid to be considered responsive.

- 1) Original and one copy of completed Bid Sheet, completed contractor data sheet. signed by an individual authorized to bind the organization.
- 2) Signed Certification Page.
- 3) A copy of your business license.

If you have any questions regarding the above documents, please contact the individual(s) listed on the Certification page this IFB.

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Exhibit C

TOWN OF WARRENTON, VIRGINIA GENERAL TERMS AND CONDITIONS SERVICES

1. MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS

Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

2. PRECEDENCE OF TERMS

In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

3. CLARIFICATION OF TERMS

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Director of Purchasing or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Director.

4. INSPECTION

The Town reserves the right to conduct any inspection it may deem advisable to assure goods and services conform to the specifications.

5. PAYMENT TERMS

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

6. INVOICES

Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's purchase order number.

7. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

8. ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

9. ANTITRUST

By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.

10. ETHICS IN PUBLIC CONTRACTING

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

11. ANTI-DISCRIMINATION

By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

A. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

B. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

12. INDEMNIFICATION

Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its 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, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

13. DEBARMENT STATUS

By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

14. APPLICABLE LAW AND COURTS

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

15. QUALIFICATIONS OF BIDDERS/OFFERORS

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

16. SAFETY

All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

17. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.