

GREENBRIER COUNTY COMMISSION
REQUEST FOR BID - MEADOW RIVER RAIL TRAIL – 2025 MOWING AND TRIMMING

The Greenbrier County Commission solicits bids for grass mowing and trimming of Phase I of the Meadow River Rail Trail. The section starts at the trailhead near the Post Office in Nallen, WV (38.106533°, - 80.880209°) and extends up-river to the Meadow River Bridge near Burdette's Creek (38.060402°, - 80.801612°). The Greenbrier and Fayette County Commissions own an approximately sixty-six feet wide (thirty-three feet from the center of the trail) right of way that was formerly the Nicholas, Fayette, and Greenbrier Railroad. The former railroad corridor has been repurposed into a non-motorized recreational use trail.

In addition to the sixty-six feet wide right of way associated with the trail, the Greenbrier County Commission also owns approximately three acres in Russellville that will require mowing and trimming as part of this project. Greenbrier County Commission requests that the areas described above be mowed once in May, June, July, September and October of 2025.

The attached typical drawing (*Attachment I – Trail Construction Typical Drawing*) represents the construction of the trail. Trail construction may vary from this typical drawing. Also, bridges and other crossings are present along the trail. Grass growing within the gravel trail surface should be cut as low as possible and/or sprayed with herbicide. Grass along the sides of the gravel walking surface should be mowed to a maximum height of three inches above ground surface. Grass growing under and adjacent to bridges shall be mowed and trimmed. Refer to *Attachment II - Maps* for a map showing the location of the trail section and approximately 3-acre parcel that shall be mowed and trimmed.

All bidders interested in being considered for this project must submit a bid using the attached bid form (*Attachment III – Bid Form*) provided by the Greenbrier County Commission. Bidders must also provide the following documents:

- Current certificate of liability insurance;
- Certificate of Workers Compensation coverage;
- Copy of current State of WV Business License.

The object of the competitive process is to award the mowing and trimming contract to the qualified bidder with the lowest price.

The bid form with all requested information should be mailed or delivered to:

Greenbrier County Commission
912 Court Street
Lewisburg, West Virginia 24901
ATTN: Matt Ford, MRRT Project Coordinator

Bids emailed to mford@greenbrierenv.com will also be accepted.

A pre-bid meeting will be held on at 9 AM ET on May 12, 2025 starting at the Post Office in Nallen, WV located at 9001 Wilderness Highway, Nallen, West Virginia. Bids must be received by 3:00 PM ET on May 23, 2025. Bids received after 3:00 PM ET on May 23, 2025 will not be accepted. Mailed or delivered bids must be clearly marked "RFB Response for MRRT-Mowing and Trimming" in the lower left corner. Bids that are emailed should have the subject line: "RFB Response for MRRT-Mowing and Trimming".

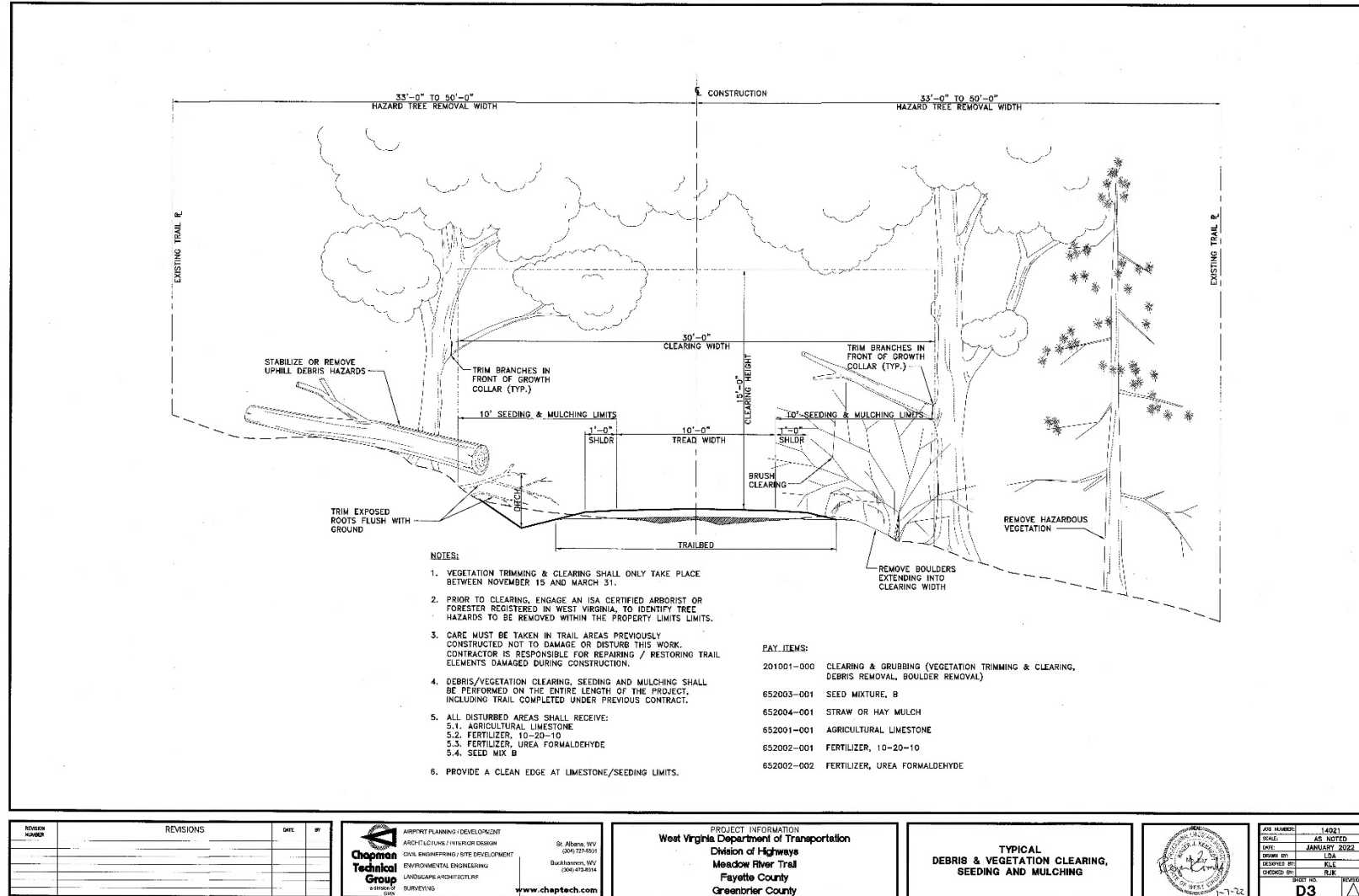
The Greenbrier County Commission will afford full opportunity for minority business enterprises to submit a bid in response to this invitation and will not discriminate against any interested firm or individual on the grounds of race, creed, color, sex, age, handicap or national origin in the contract award. The Greenbrier County Commission reserves the right to accept or reject any and/or all bids. The bidder accepted by the

Greenbrier County Commission will be required to sign the form included in ***Attachment IV – Addendum to Vendor’s Standard Contractual Forms***.

All questions regarding this Request for Bids shall be received in writing by email to the Meadow River Rail Trail Project Coordinator, Matt Ford (mford@greenbrierenv.com). Questions are due no later than 5 PM on May 16, 2025.

Lowell Rose
President, Greenbrier County Commission
May 2, 2025

Attachment I
Trail Construction Typical Drawing

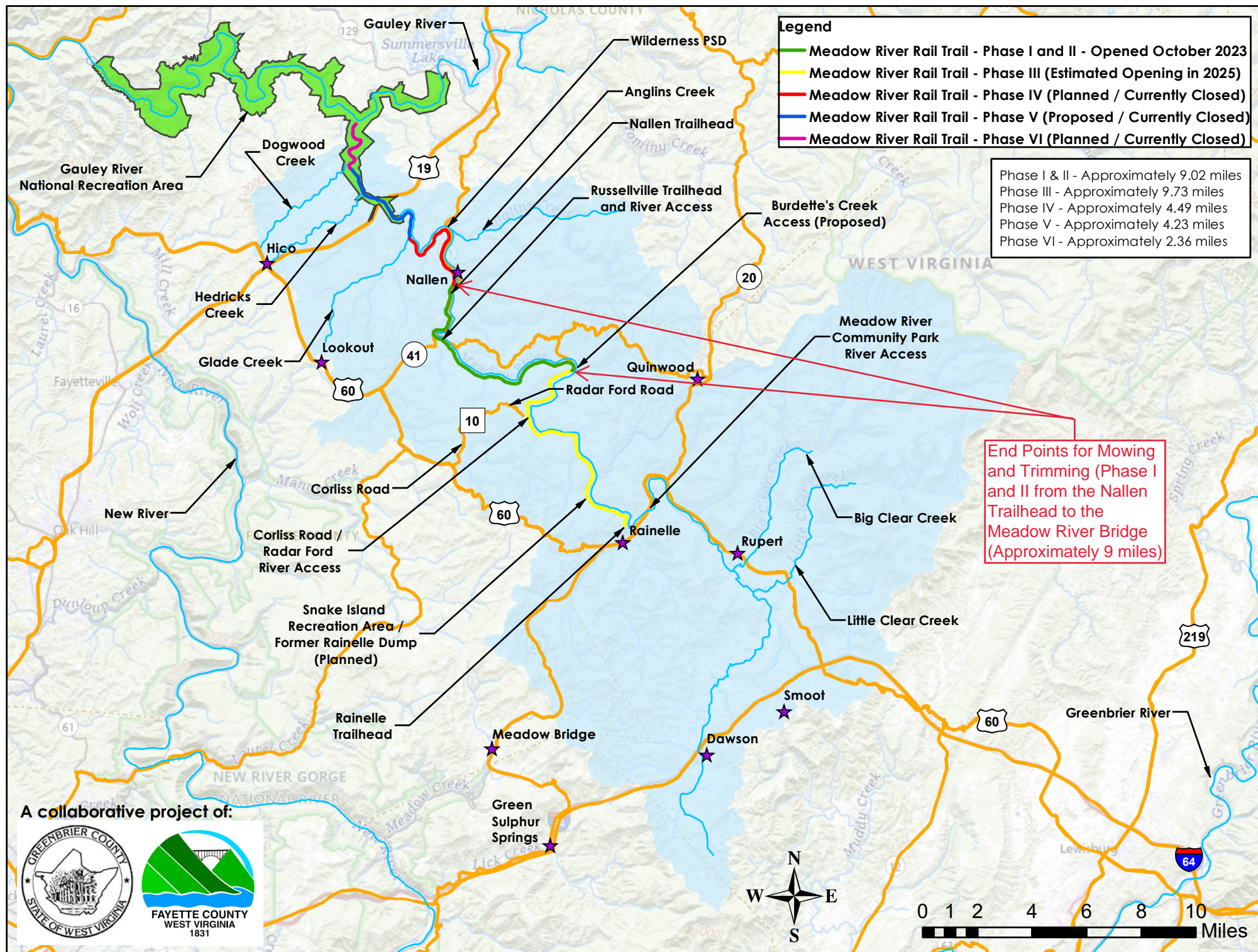


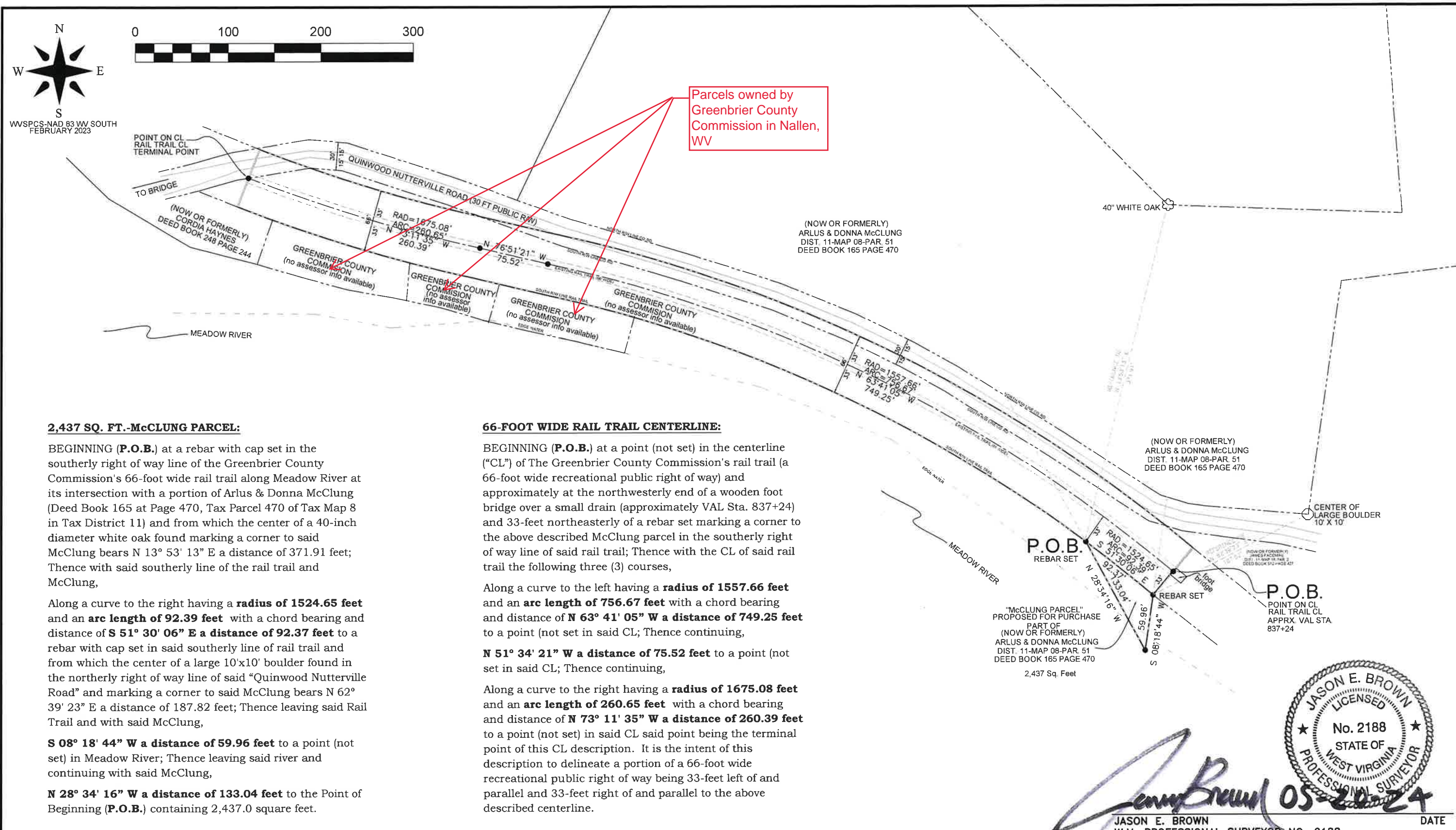
Note: Trail construction may vary from this typical drawing. Also, bridges and other crossings are present along the trail. Grass growing within the gravel trail surface should be cut as low as possible and/or sprayed with herbicide. Grass along the sides of the gravel walking surface should be mowed to a maximum height of three inches above ground surface.

Attachment II

Maps

Meadow River Recreational Corridor





2,437 SQ. FT.-McCLUNG PARCEL:

BEGINNING (P.O.B.) at a rebar with cap set in the southerly right of way line of the Greenbrier County Commission's 66-foot wide rail trail along Meadow River at its intersection with a portion of Arlus & Donna McClung (Deed Book 165 at Page 470, Tax Parcel 470 of Tax Map 8 in Tax District 11) and from which the center of a 40-inch diameter white oak found marking a corner to said McClung bears N 13° 53' 13" E a distance of 371.91 feet; Thence with said southerly line of the rail trail and McClung,

Along a curve to the right having a **radius of 1524.65 feet** and an **arc length of 92.39 feet** with a chord bearing and distance of **S 51° 30' 06" E a distance of 92.37 feet** to a rebar with cap set in said southerly line of rail trail and from which the center of a large 10'x10' boulder found in the northerly right of way line of said "Quinwood Nutterville Road" and marking a corner to said McClung bears N 62° 39' 23" E a distance of 187.82 feet; Thence leaving said Rail Trail and with said McClung,

S 08° 18' 44" W a distance of 59.96 feet to a point (not set) in Meadow River; Thence leaving said river and continuing with said McClung,

N 28° 34' 16" W a distance of 133.04 feet to the Point of Beginning (P.O.B.) containing 2,437.0 square feet.

66-FOOT WIDE RAIL TRAIL CENTERLINE:

BEGINNING (P.O.B.) at a point (not set) in the centerline ("CL") of The Greenbrier County Commission's rail trail (a 66-foot wide recreational public right of way) and approximately at the northwesterly end of a wooden foot bridge over a small drain (approximately VAL Sta. 837+24) and 33-feet northeasterly of a rebar set marking a corner to the above described McClung parcel in the southerly right of way line of said rail trail; Thence with the CL of said rail trail the following three (3) courses,

Along a curve to the left having a **radius of 1557.66 feet** and an **arc length of 756.67 feet** with a chord bearing and distance of **N 63° 41' 05" W a distance of 749.25 feet** to a point (not set in said CL; Thence continuing,

N 51° 34' 21" W a distance of 75.52 feet to a point (not set in said CL; Thence continuing,

Along a curve to the right having a **radius of 1675.08 feet** and an **arc length of 260.65 feet** with a chord bearing and distance of **N 73° 11' 35" W a distance of 260.39 feet** to a point (not set) in said CL said point being the terminal point of this CL description. It is the intent of this description to delineate a portion of a 66-foot wide recreational public right of way being 33-feet left of and parallel and 33-feet right of and parallel to the above described centerline.

REVISION NUMBER	REVISIONS	DATE	BY
1	updated adjainer information to show Greenbrier County Commission as owner	05/20/24	JEB

SEAL



Chapman Technical Group
a division of GRW

AIRPORT PLANNING / DEVELOPMENT
ARCHITECTURE / INTERIOR DESIGN
CIVIL ENGINEERING / SITE DEVELOPMENT
ENVIRONMENTAL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING

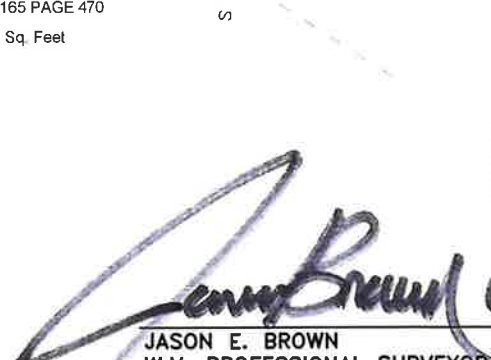
St. Albans, WV
(304) 727-5501
Buckhannon, WV
(304) 472-8914
www.chaptech.com

PROJECT INFORMATION

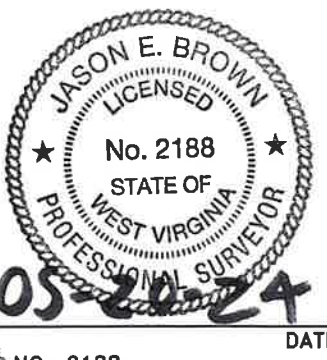
14021 TRAIL HEAD SURVEY
TAX DISTRICT 11
TAX MAP 8
GREENBRIER COUNTY
WEST VIRGINIA

PLAT OF SURVEY SHOWING A
2,437 SQ. FT. PARCEL AND A
CENTERLINE DESCRIPTION OF RAIL TRAIL
MEADOW RIVER, GREENBRIER CO. WV

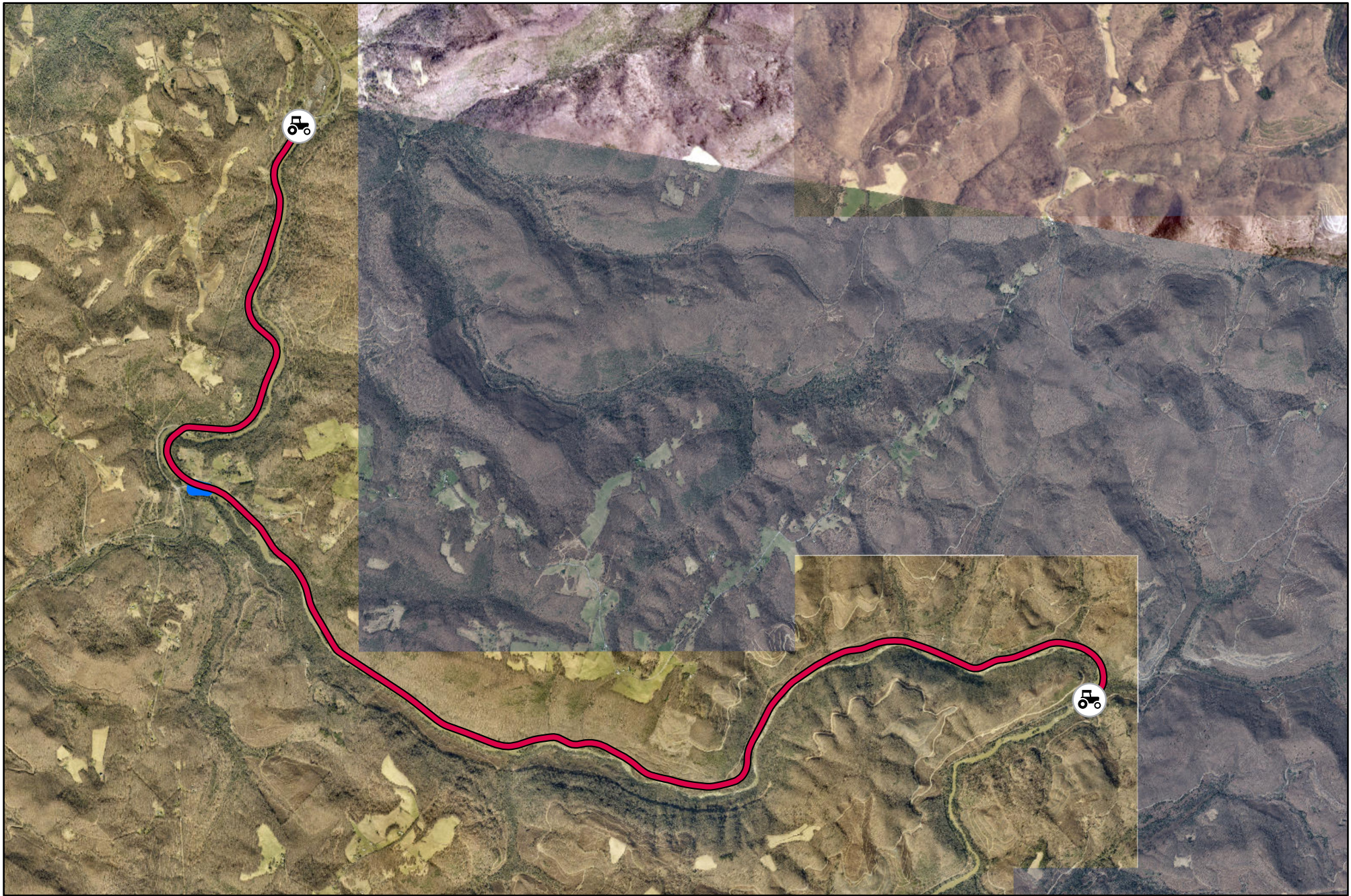
JOB NUMBER:	14078
SCALE:	1"=100'
DATE:	04-21-23
DRAWN BY:	JEB
DESIGNED BY:	JEB
CHECKED BY:	JRD
SHEET NO.	1 OF 1



JASON E. BROWN
W.V. PROFESSIONAL SURVEYOR NO. 2188

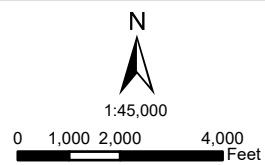


DATE: 05-20-24



Legend

- Meadow River Rail Trail - Phase I and II
- Greenbrier County Commission Parcels
- End Points for Mowing & Trimming (Approximately 9 Miles)



DRAWN BY: JB	PROJECT NUMBER: FCC-2025-074
CHECKED BY: MF	DATE: 5/1/2025
APPROVED:	REVISED:
DES:	FIGURE NUMBER 1

TITLE: REQUEST FOR BID Meadow River Rail Trail 2025 Mowing and Trimming Nallen, Fayette County, West Virginia
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Attachment III

Bid Form



Bid Form – 2025 Meadow River Rail Trail Mowing and Trimming

This bid is for mowing and trimming of all grass covered surfaces owned by the Greenbrier and Fayette County Commission within the approximately sixty-six feet wide county-owned right of way from the Post Office in Nallen, WV (38.106533°, -80.880209°) and extending up-river to the Meadow River Bridge near Burdette's Creek (38.060402°, -80.801612°), as well as the approximately 3-acre parcels owned by the Greenbrier County Commission in Russellville, WV.

Company Name/Bidder: _____

Company Address: _____

Bid Amount: _____

Authorized Bidder Name: _____

Authorized Bidder Title: _____

Phone Number: _____

Email Address: _____

Authorized Bidder Signature: _____

Date: _____

Attachment IV
Addendum to Vendor's Standard Contractual
Forms

ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

Regarding the Contract(s) between The County Commission of Greenbrier County, West Virginia (the "County"), and the Vendor: _____ (the "Vendor," or collectively referred to herein as the "Parties"):

WHEREAS, the Parties are entering into one or more Contracts (the "Contract") for goods and/or services, and Vendor has presented one or more forms for incorporation into the Contract, and such forms include one or more terms or conditions that the County will not or cannot accept, or Vendor has presented a quote for goods or services. In consideration for the incorporation of the Vendor's form(s) into the Contract and/or acceptance of the Vendor's quote, the Vendor agrees to the terms and conditions contained in this Addendum, which specifically eliminates or alters the legal enforceability of certain terms or conditions contained in the Vendor's form(s) or constitutes the basic terms and conditions of the Contract where the Contract is silent.

THEREFORE, the parties agree to the following terms and conditions, and if any of such terms and conditions conflict with terms or conditions presented by Vendor, the terms and conditions contained in this Addendum shall control:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes Vendor's form(s) regardless of whether such forms are submitted or executed before or after the execution of this Addendum. In the event of any conflict between Vendor's form(s) and this Addendum, the terms contained herein shall control.
2. **PAYMENT:** Payments for goods or services shall be made in arrears only upon the later of receipt of a proper invoice or upon receipt of the goods or services. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
3. **INTEREST ON UNPAID INVOICES:** Except in the case of unforeseen budgetary constraints, any interest on the vendor's legitimate uncontested invoice shall not begin to accrue until the sixty-first day after the invoice was received by the county or agency through the date on which the check is mailed to the vendor e: Provided, That this section shall not apply if payment cannot be made within the sixty-day period because of unforeseen budgetary constraints.
4. **GOVERNING LAW:** Any language requiring the application of the law of any state other than West Virginia in interpreting or enforcing the Contract is deleted and the Contract shall be governed by the laws of the State of West Virginia. Any information provided by Vendor in any form which contradicts or violates applicable West Virginia law shall have no effect.
5. **REGISTRATION:** The Vendor shall be registered and in good standing with the West Virginia Secretary of State's Office.

6. **RISK SHIFTING:** Any provision requiring the County to bear the costs of all or a majority of business or legal risks associated with the Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is deleted.
7. **LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages to person or property is deleted.
8. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the County shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed by Vendor in connection with carrying out the procurement by County, except that any such individual may be required to undergo a background check if that person shall have access to secured areas of the County or to County data. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the County and shall provide the County with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
9. **INDEMNIFICATION:** Any provision requiring indemnification of Vendor by the County is deleted. Unless the more favorable terms of indemnification are contained in Vendor's forms, the Vendor agrees to indemnify, defend, and hold harmless the County, its officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data use under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe Federal, State or local laws including, but not limited to, labor and wage and hour laws.
10. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds available to the County for the purpose of this Contract. Cancellation due to lack of funding shall not constitute a default by the County.
11. **COMPLIANCE WITH LAWS:** Vendor acknowledges that it is responsible for reviewing, understanding, and complying with all applicable federal, state and local laws, regulations and ordinances, and that shall notify its subcontractors of the same obligations.

- 12. ARBITRATION:** Any reference made to arbitration or mediation by the Contract, or any other documents or specifications presented by Vendor are hereby deleted as void and of no effect.
- 13. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding any term to the contrary, no modification of the Contract shall become binding without mutual written consent of the parties.
- 14. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provisions of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party. Any provision presented by Vendor requiring the County to waive any rights, claims or defenses is deleted.
- 15. SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form document submitted by the Vendor to the County, including any forms or terms presented electronically or reference to information contained on any website. Acceptance or use of Vendor's forms does not constitute acceptance of the terms or conditions contained thereon.
- 16. ASSIGNMENT:** The Vendor agrees not to assign the Contract to any person or entity without the County's prior written consent.
- 17. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the County; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 18. PRIVACY, SECURITY AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the County, unless the individual who is the subject of the information consents to the disclosure in writing.
- 19. LICENSING:** Vendor agrees that it and any subcontractors engaged by it shall be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision.
- 20. TAXES:** Any provision requiring the County to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The County will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.
- 21. STATUTE OF LIMITATIONS:** The County does not agree to any limitation inconsistent with state law on the time in which the County may bring suit against the Vendor or any other third party, and any such clause is hereby deleted.

- 22. RENEWAL:** The County does not agree to any language that seeks to automatically renew, modify, or extend the Contract beyond the initial terms or automatically continue the Contract period from term to term, and any such clause is hereby deleted.
- 23. INSURANCE:** The Vendor shall furnish proof of insurance and must include the County as an additional insured on each policy prior to the commencement of work or invoicing. Notwithstanding the foregoing, Vendor is not required to list the County as an additional insured on Professional/Malpractice/Errors and Omission Insurance.
- 24. WORKERS COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 25. FREEDOM OF INFORMATION ACT:** Vendor acknowledges and understands that contracts, subcontracts and other related documents may be subject to disclosure under the West Virginia Freedom of Information Act, W.Va. Code §§ 29B-1-1 *et seq.* and County is under no obligation to notify Vendor of a request for information that includes any contract.
- 26. PUBLIC OFFICIALS AND EMPLOYEES:** Vendor acknowledges that the Contract involves approval and administration by public officials and/or public employees, and therefore both public officials and/or employees and Vendor are subject to ethics laws and rules, including, but not limited to W.Va. Code §6B-2-5. Vendor acknowledges its obligations and agrees to comply with all applicable ethics laws and rules.
- 27. AUTOMATIC COST OR PRICE INCREASES:** Any automatic cost or price increase contemplated by the Vendor's terms is hereby deleted and any increase in cost or price must be separately and independently agreed to by the Parties in writing through a modification of the terms of the Contract.
- 28. MASTER AGREEMENT:** If an open-ended "Master" contract is entered into by the County and the Vendor whereby multiple purchases or work orders may be implemented under a single agreement, the term shall commence on the date below for a period of twelve months and may be renewed by mutual written agreement of the Parties for three additional 12-month terms. ***Expenditure Limitations:*** The aggregate expenditures made or agreed to by the Parties pursuant to a "Master" contract shall be limited to no more than \$50,000.00 in any consecutive twelve-month period.

[Signatures on following page.]

CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Addendum in its entirety and that Vendor accepts the terms and conditions contained herein.

Date

Vendor

Authorized Signature

Name and Title of Authorized Signature

Address

Telephone