CITY OF HOPEWELL
VIRGINIA

PURCHASING DEPARTMENT

INVITATION FOR BID (IFB)

Route 10 & Hummel Ross Road Traffic Signal Project

- **Route 10 & Hummel Ross Road Traffic Signal Project**
- Federal wage rate determinations and employment verification are NOT administrative requirements (No attachment in this IFB)
- Refer to Addendum 00960 Plan Sheet TS(1) for Project Location Map

BID INVITATION **# 07-16** DATE: **February 29, 2016**

Sealed Bids subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, but not later than 11:00 A.M. **Thursday, March 31, 2016** and then publicly opened in the Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia on the aforementioned date and time for furnishing the solicited supplies or services.

1. All bids must be submitted in a sealed envelope.

2. Regardless of delivery method of bid, the **outside** of each envelope must clearly indicate the following: *(if bid is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

Office of the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Bid: March 31, 2016
Route 10 & Hummel Ross Road Traffic Signal Project
Bid # 07-16

FOR YOUR BID TO BE CONSIDERED, IT MUST BE SUBMITTED ON THIS INVITATION FOR BID IN THE PLACES PROVIDED. BIDDERS SHALL SIGN THIS FORM WITHOUT DETACHING FROM REST OF BID AND MUST RETURN THE BID IN ITS ENTIRETY.

ANY BID RECEIVED AFTER THE ANNOUNCED DATE AND TIME OF OPENING WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

The right is reserved to reject any or all bids submitted and also to place the order where it appears it will be to the best interest of the City.

Period of contract shall run as specified within PART 1- BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT, Section 00200 Item 5.0.

The right is reserved to extend this contract, to be mutually negotiated at a reasonable time prior to the expiration date; same to be agreeable to both buyer and seller.

All bids are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

Bid item quantities indicated herein are estimates of anticipated components unless deemed a lump sum value. It is understood and agreed to between the parties of a resulting contract that the City may increase or decrease quantities at the quoted price. Furthermore, it is agreed to between the parties of a resulting contract that the City shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered.

The City reserves the right to be sole judge and to make the award in accordance with its own judgement as to what will best meet its requirements and be in the best interest of the City.

AVAILABILITY OF FUNDS: It is understood and agreed between the Bidder and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

WITHDRAWAL OF BID: No bid may be withdrawn for a period of ninety (90) days from the date of opening unless the bidder has made a clerical error. 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 substantiating the error with such notice. The owner reserves the right to reject any or all bids, to waive all informalities, and to reject any or all items of any bid.

Bidding and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 1, 2005, as amended; a copy of which is available on the City Attorney's website (www.hopewellva.net) under the tab CODE, Hopewell city code. Click Chapter 2A-Procurement to view the Procurement Ordinance.

April L. Cone
Purchasing Officer

Please return the bids to the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860. Regardless of delivery method of bid, the **outside** of each envelope must clearly indicate the following: *(if bid is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

Office of City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Bid: March 31, 2016
Route 10 & Hummel Ross Road Traffic Signal Project
Bid # 07-16

In compliance with Invitation for Bid **# 07-16** and subject to all conditions thereof and attached thereto, the undersigned offers and agrees if this bid be accepted within ninety (90) calendar days from the date of opening, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

_____	_____
NAME OF ORGANIZATION	TELEPHONE NUMBER
_____	_____
STREET ADDRESS	FAX NUMBER
_____	_____
CITY, STATE, ZIP CODE	EMAIL ADDRESS
_____	_____
NAME (TYPE OR PRINT)	OFFICIAL TITLE
_____	_____
SIGNATURE	DATE
_____	_____
CLASS A VIRGINIA CONTRACTOR #	IRS I.D. #

PART 1 – BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

00200 – INSTRUCTION TO BIDDERS

1.0 A BID GUARANTEE, either as a cashier's check or bidder's bond, in the amount of five percent (5%) of the total bid is required.

2.0 A PERFORMANCE BOND AND PAYMENT BOND will be required of the successful bidder in the amount of one hundred (100%) percent of the contract price in certified check, letter of credit or other form acceptable to the City.

3.0 OPTION TO USE ESCROW ACCOUNT PROCEDURE FOR RETAINED FUNDS:
For construction bids in the amount of $200,000 or more, Contractor has option to use escrow account procedure for utilization of City retained funds.

4.0 VIRGINIA STATE CORPORATION COMMISSION FORM:
The bidder shall submit the State Corporation Commission Form with their bid. If bid proposal does not include this form, the bid will be considered non-responsive.

5.0 TIME LIMIT TO COMMENCE AND COMPLETE WORK:
The successful bidder shall commence work within ten (10) calendar days after the date stipulated in the Notice to Proceed [NTP]. Once issued the project shall be completed within the specified time period below:

150 Days from NTP date

For each and every day that any work remains incomplete after the contract time specified for completion of the work, the City will assess liquidated damages against the contractor at the rate of $250 per day.

6.0 PRICE:
For the contractor's complete performance of the work, the owner will pay and the contractor agrees to accept, subject to the terms and conditions hereof, the submitted Lump Sum Value or Unit Prices in the contractor's bid and the awards made thereon; plus the amount required to be paid for any extra work, less credit for any work omitted. The payment sum as compiled will be based on the Lump Sum Values and/or actual Quantified Unit Price contract items. Payment in full will be based on an actual measurement or assessment of all the various classes of work, material items, project administration, or other proposed work. To include all materials, equipment and labor necessary as required or to complete the scope of work in conformity with the plans and contract documents.

7.0 SUBMISSION OF BID BREAKDOWN:
Within five (5) days after his execution of this contract or when directed by the owner, the contractor must submit to the owner, in triplicate, an acceptable breakdown of his bid price (Schedule of Values). On lump sum bid items in the contract, show the various operations to be performed and the value of each such operations, the total of such items to equal the lump sum price bid. The contractor shall also submit to each other information relating to the bid price as may be required and shall revise the bid breakdown as directed.

8.0 REPORTS, RECORDS AND DATA:
The contractor shall furnish to the owner such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates, records and other data as the owner may request concerning work performed or to be performed and materials furnished or to be furnished under the contract.

9.0 FINAL PAYMENT:

A. Upon determination of satisfactory completion of the work by a final inspection, the contractor will prepare the final payment estimate showing the value of the completed work. This estimate will be prepared within ten (10) days after the date of final completion or as soon thereafter as in the necessary measurements and computations can be made. All prior certifications and estimates, being approximate only, are subject to correction in the final estimate and payment. When the final estimate has been prepared, certified and accepted by the owner, he will submit a final certificate stating that the work has been completed and the amount, based on the final estimate,

remaining due to the contractor. The owner will then accept the work as fully completed and will, not later than ten (10) days thereafter, authorize payment to the contractor of the entire sum so found due thereunder the provisions of this contract. Provided, however, and it is understood and agreed, that as a precedent to receiving final payment, the contractor shall submit to the owner a sworn affidavit that all bills for labor, services, materials and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the contract.

B. The final payment shall not be paid until the contractor, if required, shall furnish the owner with a complete release from any claims, which might arise out of this contract. If a claim should remain unsatisfied after all payments are made, the contractor shall refund to the owner all monies which the owner may be compelled to pay in discharging such claim, including incidental costs and attorney's fees.

10.0 EXTRA WORK - CHANGE ORDER:

A. Any work not shown on plans and/or specifications and/or bid, which is determined necessary for the completion of the contracted work, shall be done at an agreed price negotiated between the owner and the contractor, which is to be submitted in advance and be in a written quote.

B. The following procedure shall be followed when additional work to the contract is required:

i The contractor shall submit to the City Engineer a written estimate of all costs involved with the additional work. In computing such cost, no insurance, taxes, interest, rental, or depreciation of plant or services of a general superintendent or administrative force shall be included. The City Engineer will in turn submit a letter of justification, along with the written estimate of extra costs, to the Director of Public Works for final approval. Subsequent to final approval by the owner, the contractor will receive a letter of authorization to proceed with the above-mentioned work.

ii Payment for approved extra work shall be made following satisfactory completion of the work. No order for extra work shall in any manner or to any extent relieve the contractor of any obligation under the contract. All extra work orders given in accordance with the contract are to be considered a part of same and subject to each and every term or requirement and fully covered by the bond given to guarantee the performance of same. The contractor shall be responsible for all damages caused by the carelessness or lack of skill on the part of himself, his subcontractors, or employees in doing extra work. And he shall take all risks in connection with such work in the same manner as on any other part of the work with no additional payments over the reasonable cost of the work.

11.0 PARTIAL PAYMENT - NO WAIVER OF RIGHTS:

No certificate given in payment under this contract, except final certification of final payment shall be evidence of the performance of the contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper material. No act of the owner or the contractor, or the representative of either of them, in superintending or directing the work, nor failure to disapprove or reject any material on the work or used therein, nor any extension of the time for the completion of the work shall be construed as acceptance either wholly or in part. Only the final certificate of the owner shall evidence acceptance. Before final certificate shall be allowed, the contractor will be required and he hereby agrees to sign and attest on said certification a statement that he accepts the same in full payment and settlement of all claims on account of the work done and materials furnished under this contract, and furthermore, that all claims for material provided or labor performed have been paid and satisfied in full. No waiver or any breach of this contract by the owner or anyone acting for or in its behalf shall be held as a waiver of any other or subsequent breach thereof. Any remedy provided therein shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided or arising by operation of the law.

12.0 ACCEPTANCE OF FINAL PAYMENT:

A. The acceptance by the contractor, or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the owner and every officer and agent thereof, from any and all claims and liability of the owner to the contractor for anything done or furnished in connection with the work or project, and for any act or neglect of the owner or of any others relating to or affecting the work.

B. No payment, however, final or otherwise, shall operate to release the contractor from any obligations under this contract or the performance bond.

13.0 PATENTED DEVICES, MATERIAL, AND PROCESSES:

It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trade marks and copyrights in any way involved in the work. Whenever the contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the contractor shall indemnify and save harmless the owner, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, device, tool, material, equipment or process, to be performed under the contract, and shall indemnify the said owner, its officers, agents and employees for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

14.0 LITIGATION:

The contractor agrees to indemnify, keep and hold the owner free and harmless from liability on account of injury or damage to persons, firms or corporations or property growing out of the letting of the contract and performance thereof; and in the event that actions at law or suits in equity shall be brought against the owner, either independently or jointly with the contractor on account thereof, the contractor will defend the owner in any such action or suit at the cost of the contractor, and in event of a final judgment or other action being obtained or directed against the owner, either independently or jointly with the contractor, then the contractor will pay such judgment or perform such other act with all costs and hold the owner harmless therefrom.

00300 – INFORMATION AVAILABLE TO BIDDERS

1.0 QUESTIONS: **Note: A Recommended (non-mandatory) Pre-Bid Conference** will be held at **3:00PM on Thursday, March 10, 2016**, at the Municipal Building Council Chambers, 300 North Main Street, Hopewell VA. The City Engineer, Johnnie Butler, will be available to answer bid invitation questions during this open meeting. All other individual questions must be submitted in writing. The deadline to submit questions is by **4:00 PM Friday, March 11, 2016**. Questions should be emailed to April Cone, City Purchasing Officer, at acone@hopewellva.gov. An addendum including all questions and responses will be issued after **Thursday, March 17, 2016**.

2.0 PLANS AND SPECIFICATIONS:

A. Plans and Specifications not to exceed one set per bidder may be obtained at the Engineering Office, Room 310, 224 N Main Street, Hopewell, Virginia.

B. Plans/specifications are open to public inspection at the following location:

Division of Engineering/Room 310
Williams Building
224 N. Main Street
Hopewell, VA 23860
Phone: 804-541-2317

00400 – BID FORMS AND SUPPLEMENTS

071707 - BID SHEET #07-16

Route 10 & Hummel Ross Road Traffic Signal Project

Item No.	Estimated Quantities	Item Description	Unit Price	Unit of Measure	Total Cost
1	1	Mobilization	$	LS	$
2	1	Traffic Signal Installation – See Special Provision	$	LS	$
3-55080	650.00	8/3 Conductor Cable	$	LF	$
4-51607	1500.00	14/7 Conductor Cable	$	LF	$
5-51614	900.00	16/3 Conductor Cable	$	LF	$
6-51614	900.00	Conductor Cable Coaxial	$	LF	$
7-54032	600.00	Type B Class I Pavement Line Marking 4”	$	LF	$
8-54042	185.00	Type B Class I Pavement Line Marking 24”	$	LF	$
9-54106	80.00	Eradication of Existing Pavement Marking	$	SF	$
10-54310	1	Pavement Message Marking Elongated Arrow	$	EA	$
11-55587	3	Junction Box JB-S2	$	EA	$
12-55588	1	Junction Box JB-S3	$	EA	$
13-56051	500.00	Bored Conduit (3”)	$	LF	$
14-56053	100.00	2” PVC Conduit	$	LF	$
15-56054	175.00	3” PVC Conduit	$	LF	$
16-56200	275.00	Trench Excavation ECI-1	$	LF	$
17-24265	1	Maintenance of Traffic	$	LS	$

Base Bid Items 1 – 17 **$_____**

Bidder & Contract Administration Notes:

1. Mobilization will be paid in two (2) partial payments of 50% each during the 150 day project time period. Payments shall be made in the Contractor's first two (2) invoices.
2. Project time period is a total of 150 calendar days from the specified Notice to Proceed [NTP] date or as issued otherwise.

Bid Item Special Provisions, Procedures and Measurement of Payment:

1. **Item 2, Traffic Signal Installation:** Traffic Signal Installation shall include all bid items shown on Sheet TS(2) with the exception of Items 3 – 17 on the bid sheet above. Actual quantities shall not be measured, but rather paid on Lump Sum (LS) basis and include all labor, equipment and materials to complete the work in place. Below is a summary of work components incidental to this bid item and shall conform to the referenced section from the 2007 VDOT Road and Bridge Specifications:
    - 50108 Sign Panel ***Section 701***
    - 51160 Elec. Svc. Grounding Electrode (10') ***Section 700***
    - 51170 Electrical Service SE-5 ***Section 700***
    - 51170 Electrical Service SE-5 ***Section 700***
    - 51184 Traffic Signal Head Sect. 12" L.E.D. ***Section 703***
    - 51238 Concrete Foundation Signal Pole PF-8. ***Section 700***
    - 51248 Concrete Foundation CF-4 ***Section 700***
    - 51425 Signal Pole Mast Arm Pole, Type I ***Section 700***
    - 51425 Signal Pole Mast Arm Pole, Type II ***Section 700***
    - 51426 Mast Arm 50' ***Section 700***
    - 51426 Mast Arm 60' ***Section 700***
    - 51426 Mast Arm 65' ***Section 700***
    - 51541 Detector Video Detection (2 inputs) ***Section 703***
    - 51541 Detector Camera ***Section 703***
    - 51840 Hanger Assembly SM-3, One Way ***Section 703***
    - 52002 Traffic Signalization – Controller & Cabinet ***Section 703 & Attached to Plans***
    - 52002 Traffic Signalization – External 8 Battery Pack ***Spec. Attached to Plans***
    - 52002 Traffic Signalization – Uninterruptible Power Supply ***Spec. Attached to Plans***
    - 52002 Traffic Signalization – Integral Generator Connection ***Spec. Attached to Plans***
    - 56205 Test Bore ***Section 700***
2. **Item 3-55080 8/3 Conductor Cable:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
3. **Item 4-51607 14/7 Conductor Cable:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
4. **Item 5-51614 16/3 Conductor Cable:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.

5. **Item 6-51614 Conductor Cable Coaxial:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
6. **Item 7-54032 Type B Class I Pavement Line Marking 4":** Work shall conform to Section 704 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
7. **Item 8-54042 Type B Class I Pavement Line Marking 24":** Work shall conform to Section 704 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
8. **Item 9-54106 Eradication of Existing Pavement Marking:** Work shall conform to Section 512 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (SF) and include all labor, equipment and materials required to complete the work in place.
9. **Item 10-54310 Pavement Message Marking Elongated Arrow:** Work shall conform to Section 704 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (SF) and include all labor, equipment and materials required to complete the work in place.
10. **Item 11-55587 Junction Box JB-S2:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per each (EA) and include all labor, equipment and materials required to complete the work in place.
11. **Item 12-55588 Junction Box JB-S3:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per each (EA) and include all labor, equipment and materials required to complete the work in place.
12. **Item 13-56051 Bored Conduit (3"):** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
13. **Item 14-56053 2" PVC Conduit:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
14. **Item 15-56054 3" PVC Conduit:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
15. **Item 16-56054 3" PVC Conduit:** Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
16. **Item 17-24265 Maintenance of Traffic:** Work shall conform to Section 512 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall not be measured, but rather paid on Lump Sum (LS) basis and include all labor, equipment and materials to maintain traffic during the installation of the traffic signal and all related component bid items.

00410 - BID FORM

BID FORM

DATE: _____

TO: Mr. Ross A. Kearney III, City Clerk
Municipal Building
300 N. Main Street
Second Floor
Hopewell, VA 23860

Base Bid summary is based on the Engineer's Estimated Scope of Work and indicated Material Quantities

Bid of _____ (hereinafter called "bidder") a corporation, authorized to conduct business under the laws of the State of Virginia, a partnership, or an individual doing business as_____
(insert corporation, partnership or individual as applicable).

To the City of Hopewell (hereinafter called "owner"):

The bidder in compliance with your invitation to bid # 07-16, hereby submits bids for

Route 10 & Hummel Ross Road Traffic Signal Project

In complete accordance with plans and specifications, and stakeout, as prepared and provided by the City of Hopewell, the Bidder has received complete documents, visited the site of the proposed work, and is completely familiar with all of the conditions surrounding the proposed project including the availability of materials and labor. Bidder has also familiarized himself with and agreed to bind himself to bidding documents including proposed contract documents and addenda issued prior to this date as follows:

Addendum Number _____ Date Received _____

Addendum Number _____ Date Received _____

Time for Completion
The successful bidder agrees to commence work within 10 days after authorization to proceed and further agrees to fully complete the specified work within consecutive calendar days thereafter as stipulated above:

Bidder further agrees to pay as liquidated damages, the sum of two hundred fifty dollars ($250) for each consecutive calendar day thereafter that the work remains incomplete as hereinafter provided in the General Conditions.

Liquidate Damages

If awarded this contract, the undersigned agrees that all work under each phase of the work noted above and covered in the contract shall be:

1. Substantially completed and accepted by the owner within specified time frame.

2. Approved by the owner but with minor discrepancies at the end of specified time frame; from the date work is authorized to begin. Further, the undersigned agrees that the compensation amount owner shall retain will be the sum of two hundred fifty dollars ($250) per day each day after the date of scheduled completion and for as long as any work under the contract remains incomplete; Saturdays, Sundays and holidays are included. This sum shall represent the actual measure of liquidated damages which the owner will sustain per diem by failure of the contractor to complete the work at the time stipulated, and this is not to be considered in any way a penalty.

The undersigned further agrees that, in case of failure on his part to execute said contract and the guarantee bond within the ten (10) calendar days after written notice being given of the award of the contract, the check, or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the general fund of the City of Hopewell as liquidated damages for such failure, otherwise the check or bid bond accompanying this bid shall be returned to the undersigned.

Attached hereto is a certified check on the _____

_____, bank of _____

or, a bid bond, for the sum of _____

($_____) made payable to the Treasurer, City of Hopewell.

The undersigned bidder is registered as a contractor in the Commonwealth of Virginia,

Certification No. _____, _____.

_____
Name of General Contractor

_____
Authorized Signature

CERTIFICATION OF NOTARY PUBLIC

I have examined all pages of this bid and certify that it is a valid statement of the signatory.

Date: _____

My commission expires: _____

_____
Notary Public

State Corporation Commission Form

Virginia State Corporation Commission ("SCC") registration information:

The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out- of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver): ☐

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

00430 - BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

_____

(hereinafter called "principal") as Principal, _____

_____ a corporation duly organized under the laws of the State of Virginia, (hereinafter called "surety"), as Surety are held and firmly bound unto the

City of Hopewell, Virginia (hereinafter called "obligee") as Obligee, in the sum of _____

_____ ($_____)

for the payment of which sum will and truly to be made, the said Principal, and the said Surety, bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to the Obligee for:

_____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and with the terms of such bids and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, _____.

ATTEST **_____ (SEAL)**
Principal

_____ **By:_____**
Title

ATTEST

_____ **_____**
Surety

Surety Countersigned:

By:_____ **By:_____**
Virginia Resident Agent **Attorney in Fact**

CONSTRUCTION CONTRACT

This contract made this _____ day of _____ , _____, by and between

_____, hereinafter called the contractor and the City of Hopewell, Hopewell, Virginia, hereinafter called the owner.

WITNESSETH: That the contractor and the owner for the hereinafter named considerations, do agree as follows: The contractor shall furnish all of the materials and perform all of the work called for by specifications and plans, which plans and specifications are as fully a part hereof as if hereto attached, and described in the following enumerated specifications and addenda and bulletins.

SPECIFICATIONS - PLANS - SPECIAL PROVISIONS FOR

Route 10 & Hummel Ross Road Traffic Signal Project

Contract - The executed contract documents shall consist of the following:

a.	**Construction Contract**	**g.**	**Bidding Requirements and Conditions**
b.	**Invitation to Bid**	**h.**	**Technical Specifications**
c.	**Notice of Award**	**i.**	**General Conditions**
d.	**Certificate of Insurance**	**j.**	**Special Conditions**
e.	**Forms of Bond**	**k.**	**Construction Plans/Drawings**
f.	**Bid Form / Bid Sheet**		

The contractor shall commence the work to be performed under this contract on a date to be specified in a written order of the owner. The date is to be not more than ten (10) days after the contract is signed by the owner, and the contractor shall fully complete all work hereunder within the specified consecutive calendar days listed above from and including said date. For each and every day that any work remains incomplete after the contract time specified for completion of the work, the City will assess liquidated damages against the contractor at the rate of $250 per day. The contractor is to keep in repair for twenty-four (24) months after date of final acceptance the entire work embraced in this contract, and is to replace any defective work, upon his failure to do so, such repairs may be made and such defective work replaced by the owner at the cost of the contractor who agrees to pay for same.

The owner shall pay the contractor for the performance of the contract, in the amount of

_____ ($_____)
subject to additions and deductions as approved by the owner, provided in the specifications or bids, in current funds as follows: On or before the 20th day each month of each calendar month, the owner will make partial payment to the contractor as set forth in the specifications. Final payment, on account of this contract, shall be made within thirty (30) days after final completion and acceptance by owner, of all work covered by this contract.

IN WITNESS WHEREOF, the parties have executed the contract the day and year. First written in three (3) counterparts, each of which shall, without proof of the accounting for the counterpart, be deemed an original contract.

ATTEST_____ _____

_____ **By:**_____
Name

_____ _____
Title **Name**

_____
Title

Contractor's Address: _____

_____

_____

OWNER:

Approved as to Form: **Approved for Construction:**

_____ _____
City Attorney **City Engineer**

Approved as to Funding:

_____ _____
Finance Director **Director of Public Works**

_____
City Manager

NOTICE OF ESCROW OPTION

IF THIS IS A BID FOR CONSTRUCTION AS DEFINED IN VIRGINIA CODE SECTION 2.2-4334 IN THE AMOUNT OF $200,000.00, OR MORE, I/WE ELECT TO UTILIZE THE ESCROW ACCOUNT PROCEDURE DESCRIBED IN THE PROVISIONS OF THIS BID IF DETERMINED TO BE THE SUCCESSFUL LOW BIDDER(S) _____

(WRITE "YES" OR "NO")

INTEREST ON RETAINAGE

At the time the Contractor submits a bid, the Contractor shall have the option to use the escrow account procedure for utilization of City retained funds by so indicating in the space provided in the bid documents. In the event the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in the Bid and Contract shall be executed and submitted to the City within 15 calendar days after notification of award of the bid. If the "Escrow Agreement" form is not submitted as noted herein before, the Contractor shall forfeit such rights to the use of the escrow account procedure. In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an "Escrow Agreement" form and submit same to the City for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" form shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the City to make payment of retained funds to the escrow agent. After approving the agreement, the City will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the City. When the final estimate is released for voucher, the City will direct the escrow agent to settle the escrow account by paying the Contractor or the City monies due them as determined by the City. The City reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the Contractor or in the event of default.

This section shall be applicable only to contracts for $200,000.00, or more, for the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines, and pumping stations.

This section shall not apply to contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph, or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

If this contract includes payment of interest on retained funds, the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay the specified penalty for each day exceeding the completion date stated in the contract.

Any subcontract for such public project, which provides for similar progress payments shall be subject to the provisions of this section.

CITY OF HOPEWELL

CONSTRUCTION CONTRACT

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20___, by, between and among the City of Hopewell (City), _____ _____(Contractor), _____ (Name of Bank), _____ _____ (Address of Bank), a trust company, bank, or savings and loan institution with its principal office located in the Commonwealth (hereinafter referred to collectively as "Bank") and _____ _____ ("Surety") provides:

I.

The City and the Contractor have entered into a contract with respect to: _____, ("the contract"). This Agreement is pursuant to, but in no way amends or modifies, the contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance by the Contractor.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the contract, the City is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the City, elected to have these retained amounts held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of, the contract or any other instrument or agreement between the City and the Contractor.

III.

The City shall from time to time pursuant to its contract pay to the Bank amounts retained by it under the contract. Except as to amounts actually withdrawn from escrow by the City, the Contractor shall look solely to the Bank for the payment of funds retained under the contract and paid by the City to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks drawn by the City and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.

V.

The following securities, and none other, are approved securities for all purposes of this Agreement.

1. United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills,

2. Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,

3. Bonds or notes of the Commonwealth of Virginia,

4. Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A", and

5. Certificates of deposit issued by commercial banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates.

6. Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than $25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase

agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrow funds by depositing with the Bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the City Manager, Director of Finance, or Director of Public Works, the Bank shall pay the principal of the fund, or any specified amount thereof, to the City. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the City Manager, Director of Finance, or Director of Public Works, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the

Bank's fee or any other costs of administration such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the contract are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

CITY OF HOPEWELL

BY _____

CITY MANAGER

ATTEST:

_____

CITY CLERK

_____

CONTRACTOR

BY _____

OFFICER, PARTNER OR OWNER

_____

BANK

BY _____

PRESIDENT/VICE-PRESIDENT

_____

SURETY

BY _____

ATTORNEY-IN-FACT

00600 – BONDS AND CERTIFICATES

1.0 GENERAL:

A. Attention is called to City of Hopewell Procurement Ordinance, Chapter 2A.

B. The contractor shall secure and maintain in force, at his own expense all forms of insurance and performance and payment bonds as required hereinbefore, or hereinafter, to insure the completion of the work under contract to the satisfaction of the owner and the engineers, and without damage to, or claims against the owner or the engineers. In addition, the contractor shall show satisfactory evidence of insurance on behalf of the subcontractors, before entering into any agreement to sublet any part of the work to be done under this contract.

2.0 BONDS:

A. The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under this contract and to protect the contractor, the owner and the engineers, and the general public against any damage of claims in connection with the performance of the contract. The insurance shall be by companies duly authorized to do business in the State of Virginia.

i A BID GUARANTEE, either as a cashier's check or bidder's bond, in the amount of five percent (5%) of the total bid is required.

ii A PERFORMANCE BOND AND PAYMENT BOND will be required of the successful bidder in the amount of one hundred (100%) percent of the contract price in certified check, letter of credit or other form acceptable to the City. As security for the faithful performance of all terms and conditions of the contract, as security for the payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the owner from all damages or claims resulting from, or in connection with, the performance of the contract. And such bond to remain in force for a period of twelve (12) months after the completion and acceptance of the finished work.

B. The performance and payment bond shall and does also bind the surety company to protect the owner from damages, claims or costs by failure of the contractor to make such correction shall be due to his financial solvency or for any other cause whatever.

C. Executed copies of the performance bond shall be bound with, and become a part of, all copies of the contract.

3.0 INSURANCE:

A. Automobile liability and property damage liability shall be provided for the following limits:

(1) Bodily injury liability	$500,000 each person $700,000 each accident
(2) Property damage liability	$500,000 each accident

B. Workmen's compensation insurance as required by Federal, State and municipal laws for the protection of contractors' employees working on or in connection with the project, with employers liability limit of $500,000.

C. Public liability and property damage liability shall be provided for the following limits on a comprehensive general liability form, without XCU exclusions.

(1) Bodily injury liability	$500,000 each person $700,000 each accident
(2) Property damage liability	$500,000 each accident $500,000 aggregate

D. Contractor's protective liability shall be provided for the following limits:

(1) Bodily injury liability	$500,000 each person $700,000 each accident
(2) Property damage liability	$500,000 each accident $500,000 aggregate

E. Fire and extended coverage shall be provided on the completed value builders risk form.

F. The contractor shall require each of his subcontractors to carry Workmen's Compensation insurance and public liability and property damage liability for the following limits.

(1) Bodily injury liability	$500,000 each person $700,000 each accident
(2) Property damage liability	$500,000 each accident $500,000 aggregate

G. The contractor shall have executed and delivered to the owner three (3) copies of all insurance certificates.

00610 – CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

This is to certify that insurance policies covering the business operations mentioned below are in force in this company as follows:

NAME OF INSURED: _____

ADDRESS: _____

COVERING AT: _____

TYPE OF WORK COVERED: _____

KIND OF INSURANCE COVERAGE	POLICY #	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	PER	LIMITS
Workmen's Comp.					**Statutory**
Public Liability				PERSON	**$**
				OCCURRENCE	**$**
Property Damage				OCCURRENCE	**$**
				AGGREGATE	**$**
Contractor's Protective Public Liability (accidents arising out of subcontractors operations)				PERSON	**$**
				OCCURRENCE	**$**
Contractor's Protective Property Damage (arising out of subcontractors operations)				OCCURRENCE	**$**
				AGGREGATE	**$**
Contractual Liability (liability assumed under this contract)				PERSON	**$**
				OCCURRENCE	**$**
Contractual Property				OCCURRENCE	**$**
Completed Operations & products Liability					$

The workmen's Compensation policy covers the obligation of the insured under the Workmen's Compensation Law of Virginia.

The above policies shall not terminate or otherwise expire prior to thirty (30) days after a written notice to that effect is given by certified mail to the City Clerk at whose request this certificate is issued.

Date:

City Clerk
Municipal Building
Hopewell, VA

_____
Insurance Carrier

By_____
Authorized Agent in Virginia

00620 – FORM OF BOND

FORM OF BOND

KNOW ALL MEN: That we_____,

Hereinafter called the Principal, and _____,

Hereinafter called the Surety or Sureties, and held and firmly bound unto the City of Hopewell, hereinafter called the owner, in the sum of _____ dollars ($_____), for the payment thereof, the principal and surety or sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has, by means of a written agreement dated _____ which agreement is by reference thereto hereby expressly made a part of the bond.

NOW THEREOF, the conditions of this obligation is such that if the principal shall faithfully perform the contract on his part and satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the owner from all cost and damage which he may suffer by reason of a failure to do so, and shall fully reimburse and repay the owner all outlay and expense which the owner may incur in making good any defaults and shall pay all subcontractors or persons furnishing labor or materials in connection with the performance of said contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the owner of any extensions of time for the performance of the contract, or any other forbearance on the part of the owner or the principal to the other shall not in any sense release the principal and the surety or sureties, or either of them, form their liability hereunder. Notice to the surety of any such alterations, extensions, or forbearance being expressly waived.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals This _____ day of _____, _____, in the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____ _____

_____ **By**_____

_____
Business Address

_____
Corporate Surety, or Individual (strike out one)

By_____

_____
Address

Attest:

_____

00700 – GENERAL CONDITIONS/DEFINITIONS OF TERMS

1.0 AWARD
The contract is to be awarded in writing by Purchasing, after Dept. and City Administration approval.

2.0 BIDDER
Any individual, firm or corporation submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

3.0 CONTRACT
The agreement covering the performance of the work and the furnishing of the materials for the proposed construction. The contract shall include the plans/ specifications and provisions; also any and all supplemental agreements, which reasonably could be required to complete the construction in a substantial and acceptable manner.

4.0 CONTRACT BOND
The approved form of security furnished by the contractor and his surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

5.0 CONTRACTOR
The party of the first part to the contract, acting directly or through his agents.

6.0 ENGINEER
The consulting engineer, who has been designated by the owner as engineer in charge of the project, or the City Engineer, when a consultant has not been designated.

7.0 EXTRA WORK - CHANGE ORDERS
Work not called for or shown on plans necessary for the completion of the contract, or proposed construction shall be considered as extra work and will be paid for under terms of the contract.

8.0 INSPECTOR
The person appointed by the owner and approved by the engineer to be compensated by the owner to inspect the materials and work performed under this contract and carry out instructions as given by the engineer.

9.0 OWNER
The party of the second part to the contract, acting through its duly authorized agents.

10.0 PLANS
All drawings or reproductions of drawings, pertaining to the work under contract.

11.0 BID GUARANTEE
The certified check or bid bond designated in the bid to be furnished by the bidder as a guarantee of good faith to enter into a contract with the owner, if the contract is awarded to him.

12.0 BID
The approved prepared form on which the bidder or bidders are to submit their bid or bids for the work contemplated.

13.0 SPECIAL PROVISIONS
Special provisions are a part of this contract and shall supersede any directions, provisions or requirements as written in the general conditions, specification, etc.

14.0 SPECIFICATIONS

The directions, provisions and requirements contained herein, together with all written agreements, made or to be made, pertaining to the method of and the manner of performing the work, or to the quantity or qualities of material to be furnished under this contract.

15.0 SUPERINTENDENT

The person appointed by the contractor, acting under his instructions and in direct charge of the work for the contractor under the contract.

16.0 SURETY

The corporate body which is bounded with and for the contractor who is primarily liable, and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has contracted (see contract).

17.0 THE WORK

This term shall be understood to mean the whole or any part of the construction or the labor incident thereto, included under the terms of any and all contract parts.

18.0 BIDS

All bids must be made on the bid form attached and shall state in figures and in writing the amount bid for each item shown and shall be in accordance with the specifications. All bids shall be sealed and plainly marked and addressed. No bid will be considered that reaches the hands of the owner later than the hour specified in advertisement.

19.0 RIGHT TO REJECT BIDS

It is the intent of the owner to award the contract to the lowest responsive, responsible bidder, but the owner reserves the right to reject any and/or all bids.

20.0 GUARANTEE TO ACCOMPANY BID

Each bid must be accompanied by a bidders bond in the amount of 5% of the total bid or a certified check in the amount of 5% of the total bid, payable to the owner as a guarantee of acceptance, and entering into this contract by the party to whom it may be awarded by the owner with the approval of the engineer.

21.0 FAILURE TO EXECUTE CONTRACT

Any bidder who shall fail, after ten (10) days written notice being given of the acceptance of his bid, to enter into contract documents required by the City shall, at the option of the city, forfeit his claim to the work, and his bid guarantee shall be retained and used by the owner, not as a penalty but as liquidated damages.

22.0 BID FORM

Bidders will be furnished by the engineer with a bid form which will state the description of the work to be constructed, the approximate estimate of the various quantities of work to be performed and materials to be furnished; and the date, time and place of the opening of bids. No bid will be considered unless submitted on the prescribed form. Each bidder must sign the bid with his full name, address, and submit same sealed. In cases where a firm or corporation submits a bid, the bid shall be with the full name of each member of the firm or the name of the officer of the corporation authorized by its bylaws, in addition to the firm or corporation signature with the official seal thereto, and their addresses must be given. Any alterations or additions made in or to any part of the contract will render a bid irregular and may be sufficient cause for its rejection.

23.0 DISQUALIFICATION OF BIDDERS

More than one bid form from any individual firm or partnership under the same or different names will not be considered. Bids in which the prices are obviously unbalanced will be rejected. No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Each bidder shall furnish a complete statement of his experience and the amount of capital and equipment available for the proposed work if so requested by the engineer.

24.0 FAMILIARITY WITH PROPOSED WORK

Before submitting a bid, each bidder must take a careful examination of the general instructions, conditions, plans and specifications and fully inform himself as to quality of materials and character of the workmanship required and make a careful examination of the site of work, and the work to be performed and should his bid be accepted, he will be responsible for any and every error in his bid resulting from his failure to do so.

25.0 INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES

A. The bidders' attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these specifications as shown on the plans and accompanying bid is approximate, and is given only as a basis of calculation for comparing the bids and awarding the contract. The owner does not assume any responsibility for the quantities shown in the contract and reserves the right to increase or decrease the quantities shown or to omit as he may deem necessary.

B. However, after the bids are opened and the contracts awarded, the owner reserves the right to increase or diminish the contract, not to exceed 25% of the total value thereof, by adding or diminishing the project.

C. The right is reserved to increase or decrease the length of the project by adding or omitting sections or by relocation, whether shown on plans or not.

D. Whenever an addition of such work involves a substantial change in the nature of the design or in the type of construction by materially increasing or decreasing the cost of performance, the work shall be performed in accordance with the specifications and as directed, provided, however, that before such work is started, a supplemental agreement acceptable to both parties to the contract shall have been executed. In all other cases, if the additional work involved in the changes, increase or relocation, is substantially the same as the work involved in the original contract, then this work shall be performed on the basis of the contract unit price and a supplemental agreement shall not be necessary.

26.0 PERMITS - ***Note -This is a City sponsored CIP therefore No City permits are required***.

The successful bidder must obtain all required licenses and Building permit as required by Code Enforcement/541-2226. The contractor will be responsible for all damages to persons or property which may occur in connection with the prosecution of the work and comply with the Federal, State, County and Municipal laws. Misunderstanding or ignorance of these laws on the part of the contractor will not be considered as a valid excuse. Refer to Permit Application for “Work in the Right-of-Way” and special conditions within this document.

27.0 SCOPE OF WORK

The contractor shall do any and all work indicated in the bid and on the plans and such additional work and incidental work as may be necessary to complete the work embodied in this contract to a substantial and acceptable manner. He shall furnish all implements, machinery, equipment, tools, material and labor necessary to the prosecution of the work. The character, quality and quantity of equipment shall be such as are necessary for the proper execution of the work within the specified time limit. A pre-construction meeting shall be held to clarify construction problems which may develop. Before final acceptance of the work, the contractor shall clean up the site of the work, including, leaving it in as clean, neat and sanitary condition as originally found, and shall remove all machinery, tools, surplus material, and other temporary structures from the work site.

28.0 MATERIAL AND WORKMANSHIP

It is the intent of the specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary features, and to require first class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered therein the specifications shall be interpreted by The City Engineer (the engineer) to require first class work and materials and such interpretation shall be accepted by the contractor. It is understood that the contract include any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanship manner.

29.0 NO DEVIATION FROM PLANS, SPECIFICATIONS, ETC. BY THE CONTRACTOR

The contractor shall not deviate from the plans and specifications in any particular way except on written consent of the engineer. If deviation occurs on the part of the contractor, he shall correct the error at his expense in a manner satisfactory to the engineer.

30.0 INTERPRETATION OF PLANS

A. On all plans, drawings, etc., the figured dimensions shall govern in case of discrepancy between the scales and figures and the engineer or the City's consultant engineer shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the plans as construed by him and his decision shall be final. Should any construction or conditions arise on the proposed work, which are not covered by these specifications, and the requirements thereof are stated on the plans, special provisions, or bid form, then such special requirements shall be considered a part of these specifications as though they were fully contained therein.

B. Should any such special requirements conflict with any of the provisions of these specifications, the special requirements stated on the plans, special provisions or bid form shall govern. The contractor shall verify all figures on the plans and will be responsible for the proper coordination of all dimensions as well as the different parts of the work of construction.

31.0 CHANGE OF PLANS

It is agreed that the engineer may make alterations for plan positions, dimensions or materials of work herein contemplated or any part thereof, either before or after commencement of the construction under this contract so long as changes do not render terms of contract inapplicable.

32.0 PROGRESS OF THE WORK

It is understood and agreed that the contractor will execute the contract within the specified Time Frame after written notice of the award of the contract. He shall provide an adequate force of labor and equipment to prosecute the work at as many different points as may be deemed necessary by the engineer so as to insure the completion of same within the time limit for completion as set forth in the contract proper. All work shall be faithfully undertaken, performed and completed within the time designated in the contract, as time is understood to be the essence of the contract.

33.0 LIQUIDATED DAMAGES

A. In case the contractor shall fail to complete the work hereunder in accordance with the specifications and to the satisfaction of the engineer within the time stated in bid form, the contractor shall and will pay to the owner the sum of two hundred fifty dollars ($250) for each and every day that the time consumed in said work and completion may exceed the time allowed for that purpose as set forth in bid.

B. The sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the owner will suffer by reason of said delay and default, and inability to use said improvements at the time specified for completion, and not as a penalty and the owner shall and may deduct and retain the amount of such liquidated damages out of any monies which may be due or become due from it to the contractor.

C. Inspectors will be supplied by the owner or the engineer at no cost to the contractor. However, for each week day that the work remains uncompleted and unaccepted beyond the number of days allowed in the contract, the cost of resident engineers and inspectors regularly assigned on this contract will be deducted from final amounts due the contractor. The cost of such resident engineers and inspectors will be computed on the basis of actual salaries plus ten percent (10%) to cover payroll overhead items. This deduction shall be in addition to the two hundred fifty dollars ($250) per day liquidated damages mentioned above.

34.0 SUBLETTING

No part of the work embraced in this contract shall be sublet in any way removed from the control of the contractor under the direction and supervision of the engineer and the owner as aforesaid except with the written consent of the owner, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere.

35.0 RESPONSIBILITY OF CONTRACTOR'S EMPLOYEE

Each and every employee of the contractor, and each and every one of his subcontractors, engaged in said work shall for all purposes be deemed taken to the exclusive servants of the contractor, and not for the purpose or in any manner be relieved from responsibility or liability on account of any fault or delay in the execution of said work or any part thereof, by any such employee or any subcontractor or any material man whatsoever.

36.0 FORFEITURE OF CONTRACT

Should the contractor at any time refuse or neglect to supply a satisfactory amount of properly skilled workmen, equipment or materials of proper quality and quantity or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any of the agreements on his part herein contained, the owner shall be at liberty after five (5) days written notice to the contractor (which notice may be mailed to the contractor's address as stated in his bid) to provide any such labor, equipment or materials and to deduct the cost thereof from any money due or thereafter to become due to the contractor hereunder. In such case, the owner shall also be at liberty to terminate the employment of the contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any person or persons to finish the work and to provide the labor, equipment and materials therefor, either by private contract, by public letting, or directly by the owner, and in such amounts and in the manner as said owner shall deem advisable. In case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any payment under his contract until the said work shall be wholly finished at which time, if the unpaid balance of the amount to be paid to said contractor under his contract shall exceed the expense including the extra engineering and all other costs caused by such default, incurred by the owner in finishing the work, such excess shall be paid by the owner to the contractor, but if such expense shall exceed the aforesaid unpaid balance, the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided either for furnishing material or for finishing the work, and damages incurred through such default, shall be audited and certified by the engineer whose certificate thereof shall be conclusive upon the parties.

37.0 CONTRACT CONSTRUED UNDER VIRGINIA LAWS

The contract given to secure it are to be executed and performed in the State of Virginia and shall be construed in accordance with the laws of the State.

38.0 CHARACTER OF WORKMEN AND EQUIPMENT

The contractor shall employ such superintendent and workmen who are careful and competent and the engineer may demand the discharge of any person employed by the contractor in or about the work that shall misconduct himself or be incompetent or negligent in the due and proper performance of his or their duties, or any of them who refuse or neglect to comply with directions given and such persons shall not be employed again thereon without written consent of the engineer.

39.0 SANITARY PROVISIONS

The contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the owner. He shall commit no nuisance.

40.0 INSPECTORS

Inspector or inspectors shall be authorized to inspect all work done and materials furnished. In case of any dispute arising between the contractor and the inspector as to materials furnished or the manner of performing the work, the inspector will have the authority to reject material or suspend work until the question at issue can be referred to and decided by the engineer. He shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these plans and specifications, or to approve or accept any portion of the work or issue instructions contrary to the plans and specifications.

41.0 SUPERINTENDENT

The contractor shall personally supervise the work and when not personally present shall be represented by a superintendent, who shall have full authority to act as the contractor's representative and all orders and instructions given to the superintendent shall have the same force and meaning as if given to the contractor in person. The contractor shall be on duty at all times while the construction work is being done.

42.0 RESPONSIBILITY OF CONTRACTOR

The contractor shall take all responsibility for the work, and take all precautions to prevent injuries to persons and property in or about the work. He shall bear all losses resulting on account of the amount or character of the work, or because of the nature of the land in which or on which the work is done, if different from what was estimated or expected. He shall assume the defense of, and indemnify and save harmless, the owner, its officers and agents from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work, or injuries to any persons in doing the work, or in consequence of any improper materials, implements or labor used therein, and to any act, omission or neglect of the contractor and his employees therein. Until final acceptance of the work by the engineer, it shall be under the charge of the contractor, and he shall take every care and necessary precaution against injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or the non execution of the work. The contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to work occasioned by any of the above causes before it is completed and accepted. The contractor shall carry liability insurance or workmen's compensation insurance, and also public liability insurance together covering bodily injuries to his employees and the public, received as a consequence of the performance of the work under this contract.

43.0 USE OF WORK

Whenever in the opinion of the engineer, any portion of the work is completed or in acceptable condition for use, it shall be used for the purpose intended, as may be directed, and such shall not be held in any way as acceptance of any portion of the work used, or as a waiver of any of the provisions of these specifications and contract.

44.0 ASSIGNMENT OF CONTRACT

Neither this contract, nor any part thereof, nor any monies due to become due thereunder, may be assigned by contractor without the prior written notice of the owner.

45.0 LAWS AND REGULATIONS - STATE, COUNTY AND MUNICIPAL

A. The contractor shall keep himself fully informed of all existing and future State and Federal laws and local ordinances and regulations in any manner affecting those employed or engaged in the work, or in any way affecting the conduct of the work, and of all such orders or decrees or bodies or tribunals having any jurisdiction or authority over same.

B. The contractor shall in particular take note of the RULES AND REGULATIONS GOVERNING CONSTRUCTION, DEMOLITION, AND ALL EXCAVATION, as adopted by the Safety Codes Commission of the Commonwealth of Virginia. The contractor shall protect and indemnify the owner and its officers and agents against any claim or liability arising from or based on the violation of such laws, ordinances, regulations, orders or decrees, whether by himself or his employees.

C. Any sales or use taxes imposed by any government shall be included in contract price for the work.

D. No additional payment shall be made for sales or use tax.

46.0 ORDINANCE NO. 95-25:
PRESERVATION OF HISTORICAL AND ARCHAEOLOGICAL RESOURCES ON PUBLIC LANDS.

A. WHEREAS, the council of the City of Hopewell finds that:
   - i historical and archaeological resources on public lands are an accessible and irreplaceable part of the City's heritage; and
   - ii the aforementioned resources are increasingly endangered because of their commercial attractiveness; and
   - iii existing city laws do not provide adequate protection to prevent the loss and destruction of historical and archaeological resources; and

B. WHEREAS, the aforementioned findings render an ordinance necessary to secure, for the present and future benefit of the citizens of Hopewell, the protection of historical and archaeological resources and sites which are on public lands and to foster increased cooperation and exchange of information between municipal authorities, the professional historical and archaeological community, and private individuals having collections of historical and archaeological resources and data which were obtained after October 1, 1993,

C. NOW, THEREFORE, be it ordained by the council of the City of Hopewell that the following ordinance be enacted. Preservation of Natural, Cultural and Archaeological Resources:
   - i Prohibited: The following is prohibited on public streets, roads, sidewalk areas, alleys, parks, right-of-way, and other municipality owned lands:
   - ii Possessing, destroying, injuring, defacing, removing, digging or disturbing paleontological specimens, cultural, historical or archaeological resources, or parts thereof, residing on said public or municipally owned lands.
   - iii Using a mineral or metal detector, magnetometer, side scan sonar, other metal detecting device, or sub-bottom profiler, unless such a device is utilized by City personnel, or by a utility company to locate underground pipes, lines, cables or other conduit.
   - iv Penalty: Any person who violates section 1 of this ordinance without permission of the city shall, upon conviction, be fined a sum of not more than $500, or be imprisoned for a period of not more than ninety (90) days, or shall suffer both fine and imprisonment, in the discretion of the court.
   - v Notification: The city clerk, during the process of awarding bids for work on city lands, shall provide each contractor with a copy of this preservation ordinance. In addition, the Director of Public Works shall make and publish from time to time copies of this ordinance to be distributed to public utility companies and private contractors.
   - vi Ownership of Artifacts Recovered on City-owned Property: All paleontological specimens, cultural or archaeological resources, or the parts thereof, recovered from city-owned lands shall remain the property of the city.

47.0 SAFE WORKING PRACTICES

A. As specified in the Virginia Occupational Safety and Health Standards 29 CFR Part 1910 and 1926

i To insure the safety of the general public, workers on the project and visitors to the project, the contractor shall provide all barricades, cones and personal protective equipment (hardhats, eye protection, etc.) as required by the nature of the work being performed. The contractor shall require all persons on the project to wear appropriate personal protective equipment while on the site and shall post signage at the project entrance stating such requirement. All protective equipment and signage shall be in accordance with Virginia Occupational Safety and Health Standards. The contractor shall maintain all such warning and protective devices throughout the course of the project. The contractor shall provide names, addresses and telephone numbers of supervisory personnel assigned to the project who may be contacted in an emergency during non-working hours.

48.0 GUARANTEE

All materials and workmanship shall be guaranteed for a period of twenty-four (24) months after acceptance by the city. Any repairs necessary shall be made by the contractor at his expense. If the contractor fails to make the necessary repairs within a reasonable time, the city may have the work done and charge the cost to the contractor.

00900 – ADDENDA INDEX

00920 – PAYMENT REQUEST FORMS – The City Sample AIA Payment form is required for large DPW projects such as Route 10 & Hummel Ross Road Traffic Signal Project.

00960 – Route 10 & Hummel Ross Road Traffic Signal Plans Sheets TS(1), TS (1A)1 – TS (1A)13, TS(2), TS(2A), TS(2B), TS(3), TS(3A), TS(3B) Total 20 Sheets Dated 2/05/16

00920 – PAYMENT REQUEST FORM Misc. Small Assignments (only)

Contractor: _____ ***Date***: _____

Address: _____ ***Payment Request No***. _____

_____

Project Name: _____

Account Code: _____ ***P O Number***: _____

Fed Emp ID #: _____

Contract Period Covered by this Payment Request: _____ ***thru*** _____***, inclusive.***

WORK PERFORMED TO DATE:	***CERTIFICATION BY CONSULTING ENGINEER:***
Value of contract work to date: $_____	*I certify that this request for payment is correct and just and that payment of the above amount is due.*
(+) Value of approved extra work: _____	*Firm:* _____ *Date:* _____
(+) Materials on site (attach sched.) _____	*By:* _____
(=) Total value of work performed to date and materials on site: _____	***CONTRACTORS CERTIFICATION:*** *I certify that all items and amounts shown on this Request are correct; that all work has been performed and /or materials supplied in full accordance with the terms of the contract between the undersigned and the City of Hopewell and dated:*
**(-) Less _____ % retained:* _____	
(=) Net amount earned to date: _____	
(-) Less authorized payments: _____	_____, _____.
(=) BALANCE DUE THIS PAYMENT:$_____	*Contractor:* _____
Percent contract completion: _____%	*By:* _____
** Retained amount shall be 5% unless otherwise specified*	*Title:* _____*Date:*_____
Below for City Use Only	
(+) Project Budget Allocation: $ _____	APPROVED FOR PAYMENT: $_____
(6) Budget Amendments to Date, Net: _____	_____ *(Project Manager)* *(Date)*
(=) Revised Project Budget: _____	_____ *(City Engineer)* *(Date)*
(-) Expenditures and Encumbrances to Date: _____	_____ *(Director of Development)* *(Date)*
(=) Project Funds Available: _____	_____ *(Finance Director)* *(Date)*
(-) Amount of this Request: $ _____	_____ *(City Manager)* *(Date)*
(=) Project Fund Balance: _____	
Percent Project Budget Expended: _____ %	

Return form to City Engineer with supplemental breakdown sheet(s) *Received for Payment* _____

PART 2 – TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

01010 - SUMMARY OF WORK

1.0 PROJECT DESCRIPTION:

A. The work consists of bridge maintenance and repair. These are briefly summarized below:

Item 2, Traffic Signal Installation: Traffic Signal Installation shall include all bid items shown on Sheet TS(2) with the exception of Items 3 – 17 on the bid sheet above. Actual quantities shall not be measured, but rather paid on Lump Sum (LS) basis and include all labor, equipment and materials to complete the work in place. Below is a summary of work components incidental to this bid item and shall conform to the referenced section from the 2007 VDOT Road and Bridge Specifications:

- 50108 Sign Panel ***Section 701***
- 51160 Elec. Svc. Grounding Electrode (10') ***Section 700***
- 51170 Electrical Service SE-5 ***Section 700***
- 51170 Electrical Service SE-5 ***Section 700***
- 51184 Traffic Signal Head Sect. 12" L.E.D. ***Section 703***
- 51238 Concrete Foundation Signal Pole PF-8. ***Section 700***
- 51248 Concrete Foundation CF-4 ***Section 700***
- 51425 Signal Pole Mast Arm Pole, Type I ***Section 700***
- 51425 Signal Pole Mast Arm Pole, Type II ***Section 700***
- 51426 Mast Arm 50' ***Section 700***
- 51426 Mast Arm 60' ***Section 700***
- 51426 Mast Arm 65' ***Section 700***
- 51541 Detector Video Detection (2 inputs) ***Section 703***
- 51541 Detector Camera ***Section 703***
- 51840 Hanger Assembly SM-3, One Way ***Section 703***
- 52002 Traffic Signalization – Controller & Cabinet ***Section 703 & Attached to Plans***
- 52002 Traffic Signalization – External 8 Battery Pack ***Spec. Attached to Plans***
- 52002 Traffic Signalization – Uninterruptible Power Supply ***Spec. Attached to Plans***
- 52002 Traffic Signalization – Integral Generator Connection ***Spec. Attached to Plans***
- 56205 Test Bore ***Section 700***

Item 3-55080 8/3 Conductor Cable: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.

Item 4-51607 14/7 Conductor Cable: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.

Item 5-51614 16/3 Conductor Cable: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.

Item 6-51614 Conductor Cable Coaxial: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.

Item 7-54032 Type B Class I Pavement Line Marking 4": Work shall conform to Section 704 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.

Item 8-54042 Type B Class I Pavement Line Marking 24": Work shall conform to Section 704 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.

Item 9-54106 Eradication of Existing Pavement Marking: Work shall conform to Section 512 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (SF) and include all labor, equipment and materials required to complete the work in place.
Item 10-54310 Pavement Message Marking Elongated Arrow: Work shall conform to Section 704 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (SF) and include all labor, equipment and materials required to complete the work in place.
Item 11-55587 Junction Box JB-S2: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per each (EA) and include all labor, equipment and materials required to complete the work in place.
Item 12-55588 Junction Box JB-S3: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per each (EA) and include all labor, equipment and materials required to complete the work in place.
Item 13-56051 Bored Conduit (3”): Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
Item 14-56053 2” PVC Conduit: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
Item 15-56054 3” PVC Conduit: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
Item 16-56054 3” PVC Conduit: Work shall conform to Section 700 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall be measured in place per linear foot (LF) and include all labor, equipment and materials required to complete the work in place.
Item 17-24265 Maintenance of Traffic: Work shall conform to Section 512 of the 2007 VDOT Road and Bridge Specifications. Actual quantities shall not be measured, but rather paid on Lump Sum (LS) basis and include all labor, equipment and materials to maintain traffic during the installation of the traffic signal and all related component bid items.

2.0 CONTRACTOR USE OF PREMISES:

A. Confine operations to areas within construction limits. Portions of the site beyond areas in which construction operations take place are not to be disturbed.

B. All driveways and entrances serving private citizens shall be kept clear and available to their owner at all times.

3.0 GENERAL:

A. Inspection of Conditions: Require the installer of each major component to inspect both substrate and conditions under which work is to be performed. Do not proceed until satisfactory conditions have been corrected in an acceptable manner.

B. Manufacturer’s Instructions: Comply with manufacturer’s installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in contract documents.

C. All work shall be in accordance with applicable federal, state and local building codes.

D. The applicable state building code is the Virginia Uniform Statewide Building Code, 1993 Edition.

E. Contractor shall be responsible for verifying actual field conditions prior to beginning the work. If conditions vary from those indicated on the drawings, the contractor shall bring the conflict to the owner's representative for resolution prior to beginning the work.

F. Contractor shall have samples and submittals for all materials specified unless indicated otherwise on the drawings. The submittals shall illustrate the functional and aesthetic characteristics of the product.

G. When specified elsewhere, submit manufacturer printed instruction for delivery, storage, assembly, installation, startup, and finishing in the quantities specified in the product data.

H. Comply with specified standards as a minimum of quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

I. Protect installed work and provide special protection where specified elsewhere.

J. Collect and maintain areas free of waste materials debris, and rubbish. Maintain site in a clean and orderly condition.

K. Transport, handle, store and protect products in accordance with manufacturer's printed instructions.

4.0 SPECIAL CONDITIONS:

A. MEASUREMENTS: The contractor shall verify all measurements at the site and when necessary measurements cannot be secured at the site when required, the matter shall be referred to the Engineer so that measurements may be arbitrarily established for the benefit of all contractors.

B. LIST OF WORK AND MATERIALS: In various trades or material requirements, these specifications contain lists of work and materials to be furnished. These lists are given for the convenience and guidance of the contractor, but shall not be interpreted to exclude items not listed or limit the scope of the work of the trade. As long as items or work are shown or reasonably implied by the drawings and/or called for by the specifications.

C. TEMPORARY SERVICE: Contractor shall provide necessary connections, temporary or otherwise, for construction power and water, to existing services on site. Routing of any temporary connections and lines shall be subject to approval by the Engineer. Upon completion of the work, all such temporary connections shall be removed and existing utility lines disturbed thereby shall be repaired as necessary to restore it to their original condition.

D. UTILITIES: Any existing live utility lines not shown on the drawings shall be protected and the owner shall be immediately notified so there may be no delay in construction or interruption of services.

5.0 SAFETY REGULATIONS:

A. These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal Law(s). Including, but not limited to the latest amendments of the following:

i William-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596;

ii Part 1910 - Occupational Safety & Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;

iii Part 1518 - Safety & Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

B. The prime contractor and all subcontractors shall immediately report all accidents, injury, or health hazards to the owner or his designated representative, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.

C. Design requirements of the above Federal Regulations have been compiled with in the best judgment of the design professionals involved and construction practices covered shall also be complied within all applicable areas.

01200 - PROJECT MEETINGS

1.0 PRE-CONSTRUCTION CONFERENCE:

A. ***Not more than 5 days after notice to proceed issuance date***, the successful Contractor shall contact the Owner for purposes of scheduling a *pre-construction conference* with the Owner at the project site to organize coordination of the work and review responsibilities and personnel assignments. The Contractor shall require that all major subcontractors attend this conference along with any other interested parties.

01300 – SUBMITTALS

1.0 PERMIT APPLICATION FOR INFRASTRUCTURE CONSTRUCTION

A. All work performed on City properties and right-of-ways by any corporation, company, tradesman, or individual must be properly reviewed and approved by issue of a permit from the Code Enforcement office before any work commences on the project. This includes work being performed under contract for City of Hopewell. All work shall be in compliance with VDOT specifications as specified by the City Engineer

01400 – QUALITY CONTROL

Adjust operating products and equipment to ensure smooth and unhindered operation; maintain, on-site, one set of contract documents to be utilized for record documents; Record actual revisions to the work. Record information shall be concurrent with construction progress.

01700 – PROJECT CLOSEOUT

Execute final land restoration prior to final inspection.

DIVISION 2 – SITE REQUIREMENTS

02000 – GENERAL INFORMATION

1.0 STANDARD SPECIFICATIONS:
Reference to the following standards refers to the latest issue or revision of the following technical societies, organizations or bodies.

AASHTO - American Association of State Highway & Transportation Officials
ACI - American Concrete Institute
ALS - American Lumber Standards
ANSI - American National Standards Institute
ASME - American Society of Mechanical Engineers
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
NSF - National Sanitation Foundation
UL - Underwriter's Laboratories, Inc.
VDH&T - Virginia Department of Highways & Transportation Road and Bridge Specifications, dated January 1, 1993

02050 – TRAFFIC CONTROL

1.0 GENERAL:

A. The contractor shall conduct his work in strict accordance with an approved Traffic & Safety Control Plan, as approved by the City Engineer, and in accordance with VDOT Work Area Protection Manual. If the contractor needs to make any changes in this plan, he must obtain written approval from the City Engineer.

B. The contractor shall submit, for City approval, a work schedule at the pre-construction conference.

2.0 TRAFFIC CONTROL DEVICES:

A. The contractor will be fully responsible for providing, setting up and maintaining all warning signs, barricades, road cones, and other similar signs/warning devices needed to insure the safety of the public until project completion. "Begin Construction" and "End Construction" signs shall be posted at each end of the project in a specified location as required by the City. The Contractor at no additional cost to the Owner, as deemed necessary by the City will supply any additional signs and barricades.

B. All control, warning and guidance devices shall conform to the Virginia Supplement to the Manual on Uniform Traffic Control Devices, and the Virginia Work Area Protection Manual.

3.0 DETOURS AND STREET CLOSINGS:

A. The Contractor will be fully responsible for obtaining, setting up, and maintaining the necessary signs for an approved detour route (if necessary). The Contractor will be expected to give the city a (24) hour's notice prior to setting up any detours. This will allow the City time to provide the appropriate public notice and resident contact. The Contractor will be responsible for notifying the Police (541-2275) Department on any street closings and detours.

B. The Contractor shall conduct his work in such a manner that Fire, Police, and Emergency vehicles will have immediate access to the entire area at all times. The Contractor shall also make every reasonable effort to provide residents with access to their property at all time.

4.0 OTHER SIGNS AND DEVICES:

A. Contractor shall be responsible for taking down and storing all the necessary city street signs for the purpose of construction. Just prior to project completion, the Contractor shall re-erect the signs as directed by the City.

B. Contractor shall also be responsible for relocating any mailboxes and newspaper boxes to allow the Postal/newspaper carriers access for daily delivery.

5.0 METHOD OF MEASUREMENT AND PAYMENT:

A. Group II Barricades, Barricades with mounted signs, Begin/End Construction signs, and post mounted Detour signs w/flags, and any special public warning sign will be measured, and paid for on a Lump Sum basis under Traffic Control.

B. Flagmen services will also be included under the Lump Sum basis for Traffic Control. Proper procedures shall conform to the guidelines indicated in the Virginia Supplement to the Manual on Uniform Traffic Control Devices, and the Virginia Work Area Protection Manual. All personnel engaged in a flagging operation shall be certified in accordance with State requirements effective March 1, 2012.

GENERAL TERMS AND CONDITIONS

A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations. This compliance includes obtaining a Hopewell business license, if required, before work is performed.

B. **EMPLOYMENT DISCRIMINATION/DRUG-FREE WORKPLACE BY CONTRACTOR:** By submitting the bids/proposals, the bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act.* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the 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 the City 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 City. (Code of Virginia, § 2.2-4343.1E).

Every contract over Ten Thousand Dollars ($10,000) shall include the provisions below. During the performance of this contract, the contractor agrees as follows:

1. 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 employment, except where there is a bona 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 non-discrimination clause.

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

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

4. To provide a drug-free workplace for the contractor’s employees.

5. To 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.

6. To state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

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.

The contractor will include the provisions of the foregoing paragraphs 1, 2, 3, 4, 5 and 6 in every subcontract or purchase order over Ten Thousand Dollars ($10,000) so that the provisions will be binding upon each subcontractor or vendor.

C. **DIRECT TAXES:** All bids/proposals shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder/offeror believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid/proposal price. Tax exemption certification will be furnished on request.

D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or resulting from breaches of contract, whatever by statue or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.

E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.

F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this Bid/Proposal or be subject to being declared unresponsive. If unable to submit a Bid/Proposal, please sign and return this solicitation form, advising reason for no Bid/Proposal.

G. **CONTRACTOR'S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.

H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery.

I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids/proposals, the bidders/offerors certify that the 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 the 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 of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid/Proposal prior to their delivery, it shall be the responsibility of the successful bidder/offeror to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Hopewell, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

L. **DEBARMENT STATUS:** By submitting the bids/proposals, the bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

M. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia all rights, title and interest in and to all causes of 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 City of Hopewell, Virginia under said contract.

N. **PAYMENT:** Payment by the City is due thirty days (30) after delivery is made to the City of Hopewell and inspection unless otherwise specifically provided: subject to any discounts allowed.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for

individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

O. **PRECEDENCE OF TERMS:** Paragraphs A-N of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

P. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

Q. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

R. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Department's right to audit the contractor's records and/or to determine the correct number of units independently; or

   c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Department with all vouchers and records of expenses incurred and savings realized. The Purchasing Department shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Department or with the performance of the contract generally.

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

T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

U. **INSURANCE:** The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance on behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders/offerors may be required to submit with their bid/proposal a bid/proposal bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's/offeror’s failure to execute a contract awarded to him/her or upon the bidder's/offeror’s failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor’s failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.

2. Employers Liability - $500,000.

3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.

4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.

5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.

6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.

7. Commercial General Liability - $1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. This coverage is to include Products and Completed Operations Coverage.

8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications.

The contractor shall have executed and delivered to the City copies of all insurance certificates.

Executed copies of the performance bond shall become a part of all copies of the contract.

SPECIAL TERMS AND CONDITIONS

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.

B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **AWARD OF CONTRACT:** An award will be made to the lowest responsive and responsible bidder/offeror. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City reserves the right to reject any and all bids/proposals in whole or in part, to waive any informality, and to delete items prior to making an award.

D. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid/proposal may be withdrawn at the written request of the bidder/offeror. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

E. **CANCELLATION OF CONTRACT:** The Purchasing Department reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. **EXTRA CHARGES NOT ALLOWED:** The bid/proposal price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

G. **MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

H. **PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:** Bids/proposals must give the full business address of the bidder/offeror and be signed by him/her with his/her usual signature. Bids/proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids/proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid/proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

I. **WITHDRAWAL OR MODIFICATION OF BIDS/PROPOSALS:** Bids/proposals may be withdrawn or modified by written notice received from bidders/offerors prior to the deadline fixed for bid/proposal receipt. The withdrawal or modification may be made by the person signing the bid/proposal or by an individual(s) who is authorized by him on the face of the bid. Written modifications may be made on the bid/proposal form itself, on the envelope in which the bid/proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

J. **RECEIPT AND OPENING OF BIDS/PROPOSALS:** It is the responsibility of the bidder/offeror to assure that his bid/proposal is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/proposals received after the time designated for receipt of bids/proposals will not be considered. Bids/proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders/offerors and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid/proposal not properly addressed and identified.

K. NEGOTIATION WITH THE LOWEST BIDDER: Unless all bids are cancelled or rejected, the City of Hopewell reserves the right granted by §2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the city's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The city shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the city and the lowest responsive, responsible bidder.

L. **NON-MANDATORY PREBID:** A non-mandatory pre-bid conference will be held on Thursday, March 10, 2016 at 3:00PM at the Municipal Building Council Chambers, 300 North Main Street, Hopewell, VA 23860. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 3:00 PM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.