



INVITATION FOR BID

CITYWIDE PAVEMENT REHABILITATION PROGRAM

PUBLIC WORKS DEPARTMENT CITY OF HOPEWELL

BID: #10-16

DATE: June 1, 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, JUNE 23, 2016** and then publicly opened in the Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia on the aforementioned date at 11:10 a.m. 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: June 23, 2016

**Commodity Name: Citywide Pavement Rehabilitation Program
Bid # 10-16**

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 BID IN ITS ENTIRETY.

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

Period of contract shall run from July 1, 2016 through June 30, 2019.

The right is reserved to extend this contract for four (4) one (1) year terms to be mutually negotiated at a reasonable time prior to the expiration date. Each extension must be mutually agreeable to both buyer and seller. Added material component pricing, or adjustments in asphalt mix prices, will be considered as part of each renewal. Justification for requested asphalt price adjustments must be based on supporting information related to the production and delivery of the material,

All bid quotations 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.

Quantities indicated herein are estimates of anticipated usage. 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 expressly ordered, delivered and/or complete-in-place (CIP).

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. The City reserves the right to reject any or all bids, to waive all informalities, and to reject any or all items of any bid.

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 bid 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.

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 Office of 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 the City Clerk
Second Floor
Municipal Building
300 North Main Street
Hopewell, Virginia 23860
Closing Date of Bid: June 23, 2016
Commodity Name: Citywide Pavement Rehabilitation Program
Bid # 10-16**

In compliance with Invitation for Bid # 10-16 and subject to all conditions thereof and attached thereto, the undersigned offers and agrees if the Bid price and conditions will be accepted within ninety (90) calendar days from the date of opening to evaluate, 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. #

SCOPE OF WORK

I. Traffic Control

A. Traffic Control Devices

1. The bidder will be fully responsible for providing, setting up and maintaining all warning signs, construction signs, barricades, road cones, and other similar signs/warning devices needed to ensure the safety of the public until project completion.
2. The bidder at no additional cost to the City, as deemed necessary by the City will supply any additional signs and barricades.
3. All control, warning and guidance devices shall conform to the Virginia Department of Transportation supplement known as the Manual on Uniform Traffic Control Devices, and the Virginia Work Area Protection Manual.

B. Detours/Street Closings

1. The bidder will be fully responsible for obtaining, setting up, and maintaining the necessary signs for an approved detour route.
2. The bidder will be expected to give the City seventy-two (72) hours' notice prior to setting up any detours. This will allow the City time to provide the appropriate public, emergency, industry, and residential outreach efforts.
3. The bidder shall conduct his work in such a manner the Fire, Police, and Emergency vehicles will have immediate access to the entire area at all times.
4. The bidder shall also make every reasonable effort to provide residents/business owners with access to their property at all times.
5. The following is a suggested minimum schedule for traffic control along each street under this contract. The bidder at no additional cost, as determined by the City, shall provide any additional signage or control devices, to the City.

Type of Signage/Control Device	Minimum	Project Location
Road Construction Ahead	2 each	Mounted at each end of the roadway a proper distance to give vehicular traffic ample warning
Flagmen	2 each	Located at each end of the project and/or adjoining intersection

Street/Lane Closed Ahead		Shall be setup as required to give vehicular traffic proper warning. The exact number of signs may vary depending on the street location.
Road Cones		Shall be setup to delineate traffic away from the paving operation. Proper spacing shall be no more than 40 feet apart.
Type II Lighted Barricades		Shall be setup on each manhole raised, prior to paving operation. Shall also be used to delineate traffic and/or close off any intersecting streets.
Rough Road and Unmarked Pavement		Shall be setup after milling operations. Remove rough road signs after paving and unmarked pavement signs after striping.

The City of Hopewell shows the above schedule as a guideline of minimum requirements, to ensure the overall safety of the public. Any additional signage/control devices deemed necessary by the City Engineer based upon each individual street location and traffic volume shall be provided at no additional cost to the City.

C. Method of Measurement and Payment

1. The following signs/barricades will be measured and paid for on a lump sum basis under traffic control: [**Note:** Line Items No. 1 and No. 2 on the Bid Tabulation sheet for Mobilization and Traffic Control. Payments on this description will be partials of the full line item value (LS). The line item value covers each new annual contract period (12 months). Values to be paid over several assignment payments, but not more than four equal payments.]
 - a) Group II barricades
 - b) Barricades with mounted signs
 - c) Begin/end construction
 - d) Post mounted detour signs with flags
 - e) Any other special public warning signs
2. Flagmen services will also be included under the lump sum basis for traffic control. Proper flagging procedures shall conform to the guidelines indicated in the Virginia supplement of the manual on Uniform Traffic Control Devices, and the Virginia Work Area Protection Manual.

II. Pavement Milling

- A. General: The work covered by these specifications comprises the furnishing of all plant, labor, material and equipment, and installation and construction of all items, and performances of all works necessary to complete the project as described in the specifications in a satisfactory and acceptable manner.

B. Standard Specifications: Reference to the following standards refers to the latest issue or revision of the following technical societies, organizations, or bodies.

1. AASHTO - American Association of State Highway & Transportation Officials
2. ACI – American Concrete Institute
3. ASTM – American Society for Testing and Materials
4. NSF – National Sanitation Foundation
5. VDOT – Virginia Department of Highways and Transportation Road and Bridge Specifications, dated January 1994.

C. Construction Methods

1. The bidder will mill and remove all material to the required depth necessary for the installation of the planned overlay incidental thereto. If conditions allow, one lane of traffic will remain open at all times.
2. This work shall consist of planing the existing surface in accordance with these specifications and in reasonably close conformity with the lines, grades, and profiles as established by the Engineer. Unless otherwise specified, the designated crown shall be maintained at ¼” per feet.
3. The planed surface shall be free from gouges, grooves, ridges, sooting, oil film, and/or other imperfections of workmanship and shall have a mosaic appearance suitable as a riding surface. During the milling operations, the bidder shall furnish any necessary equipment and labor to sweep and pick-up any spillage resulting from the loading operations of the milled asphalt.
4. All dump trucks used for the purpose of carrying materials from the project or hauling materials to the project from an outside source shall be required to have a secured tailgate and covered bed. Any dump truck without a secured tailgate or cover will not be allowed to transport any surplus material away from the project, nor transport any material to the project until it is properly secured.

D. Method of Measurement and Payment

1. Typical milled material will be measured on a square yard per 2-inch depth basis in accordance with Virginia Department of Transportation standards.
2. All milling shall be completed via suitable method to maintain a clean, straight, and safe pavement joint with a tapered edge of not less than 10 LF going from 2” to 0”.

E. Wedging at or around Tie-in Joints, Manholes and Curbing

1. Required wedging using asphalt mix shall be placed at the cut joints, around manhole frames, and curbing sections where deemed necessary to reduce the abruptness to vehicle use and help eliminate the excessive lip conditions in travel ways.

III. Pavement Patching

- A. General: The work covered by these specifications comprises the furnishing of all plant, labor, material and equipment, and installation and construction of all items, and performances of all works necessary to complete the project as described in the specifications in a satisfactory and acceptable manner.
- B. Standard Specifications: Reference to the following standards refers to the latest issue or revision of the following technical societies, organizations, or bodies.
1. AASHTO - American Association of State Highway & Transportation Officials
 2. ACI – American Concrete Institute
 3. ASTM – American Society for Testing and Materials
 4. NSF – National Sanitation Foundation
 5. VDOT – Virginia Department of Highways and Transportation Road and Bridge Specifications, dated January 1994.
- C. Scope: This work shall consist of the excavation and removal of all existing asphalt pavement and earthwork material within the limits specified or shown in accordance with the Virginia Department of Highways and Transportation Road and Bridge Specifications.
- D. Construction Methods
1. The bidder will excavate and remove all material to the required depth of not less than 4 inches pertaining to the patching work incidental thereto and replace same material with BM25 Base Asphalt. If conditions allow, one lane of traffic will remain open at all times.
 2. All dump trucks used for the purpose of carrying surplus materials from the project or hauling select fill materials to the project from an outside source shall be required to have a secured tailgate and covered bed. Any dump truck without a secured tailgate and/or cover will not be allowed to transport any surplus material away from the project, nor transport any material to the project until it is properly secured.
 3. Removed material may be disposed of at the City’s Construction Landfill off Dellrose Drive located within and next to the old City Landfill.
*Contact Randy Hicks (541-2295), Public Works for information regarding permissible quantities and hours of operation.
- E. Method of Measurement and Payment: All patching will be measured on a square yard (sy) basis in accordance with Virginia Department of Highways and Transportation Standards. The 4-inch depth or some conversion factor of the 4-inch bid price basis will be the typical pay depth. The Bidder will be required to notify the Engineer prior to performing any undercut operations, so the material can be inspected and properly measured. *Pavement removal shall be completed

using saw cutting patterns to envelope, square point and maintain a clean and straight pavement joint. Payment will be all inclusive at Complete-In-Place (CIP) for this item.

IV. Asphalt Overlay

- A. General: The work covered by these specifications comprises the furnishing of all plant, labor, material and equipment, and installation and construction of all items, and performances of all works necessary to complete the project as described in the specifications in a satisfactory and acceptable manner.
- B. Standard Specifications: Reference to the following standards refers to the latest issue or revision of the following technical societies, organizations, or bodies.
1. AASHTO - American Association of State Highway & Transportation Officials
 2. ACI – American Concrete Institute
 3. ASTM – American Society for Testing and Materials
 4. NSF – National Sanitation Foundation
 5. VDOT – Virginia Department of Highways and Transportation Road and Bridge Specifications, dated January 2007. Virginia Department of Transportation Special provision for Superpave Sections 211 and 315 dated August 26, 2003 and special provision for Section 211H dated September 27, 2000 and special provision 315 for section 315 dated October 4, 2000.
- C. Scope: This work shall consist of placing and compacting Bituminous Concrete Pavement, in accordance with Virginia Department of Transportation Standards.
- D. Materials: Defined asphalt mix designs for VDOT {Ref. R&B Specs. 2007} for: SM-9.5A, SM-9.5D, SM-12.5D, BM-25.0A, or IM-19.0A in accordance with VDOT Road and Bridge Specifications, section 212.
- E. Construction Methods
1. Preparation of Surface for Base Material - fine grade and roll subgrade to accurate lines and levels in all paved areas. On any areas that are unstable or show signs of pumping, the contractor will be required to excavate/remove unstable material and replace with approved select fill material. Compacted subgrade shall achieve 95% when compacted as per the modified proctor method. Subgrade and/or base stone areas are to be density checked prior to paving. This can be done by use of an approved loaded vehicle to perform proof rolling and/or by an approved compaction density test methods. The examination shall determine the subgrade to be unyielding. Areas where deflection, pumping, rutting, etc. is the result of such examination shall be repaired per the City Engineer's direction.

2. Preparation of Surface for Asphalt Pavement – the Bidder shall have maintained a clean/straight edge along the patched roadway areas. Sweep roadway clear of all dirt and debris immediately prior to paving. All areas shall be properly tacked along the edges, as well as stone surface area, prior to placing bituminous concrete pavement.
 3. Installation – unless otherwise directed by the Inspector the Bidder shall be required to cut a tie-in joint at the beginning and the end of each street to be overlaid. This joint shall be cut a minimum of 12 inches wide and 2 inches deep. A minimum tapered from zero to 2 inches over the joint width. Apply tack coat at the rate of 0.05 gallon per square yard. Apply designated mix design surface overlay in accordance with most current VDOT Specifications.
 4. All adjacent curbing shall be completely cleaned of all loose asphalt and debris within 48 hours subsequent to paving completion. If Bidder fails to cleanup accordingly, City forces will be used and cost will be deducted from Bidder payment.
- F. Method of Measurement and Payment: Bituminous Concrete Pavement will be measured and paid for based upon a unit price per ton as indicated on the material description tabulation sheet. The Bidder will be required to submit a copy of each load ticket on VDOT Form TL-102a to the City prior to receiving payment for the same.

V. Manhole Adjustments

- A. General: The work covered by these specifications comprises the furnishing of all plant, labor, material and equipment, and installation and construction of all items, and performances of all works necessary to complete the project as described in the specifications in a satisfactory and acceptable manner.
- B. Standard Specifications: Reference to the following standards refers to the latest issue or revision of the following technical societies, organizations, or bodies.
 1. AASHTO - American Association of State Highway & Transportation Officials
 2. ACI – American Concrete Institute
 3. ASTM – American Society for Testing and Materials
 4. NSF – National Sanitation Foundation
 5. VDOT – Virginia Department of Transportation Road and Bridge Specifications, dated January 1994.
- C. Scope: The work includes all labor, equipment, and materials to adjust the rim elevation of any existing manholes for use in accordance with these specifications and in reasonably close conformity with the grades established by the Engineer in the field.

D. Materials and Methods of Construction

1. Manhole frames and covers shall be made of clean, even grain, tough gray cast iron. The castings shall be smooth true to pattern and free from projections, sand holes, warps and other defects, which would interfere with the use of or impair the serviceability of the castings. The iron used for these castings shall conform to ASTM specifications A-48 for Class 30 Gray Iron. Frames shall be set on a full bed of mortar to the proper grade.
2. When the grade adjustment of existing structures is specified, the frames, covers and gratings shall be removed and walls reconstructed as required. The cleaned frames shall be reset at the required elevations. Upon completion, each structure shall be cleaned of any accumulation of silt, debris or foreign matter of any kind and shall be kept clear of such accumulation until final acceptance of the work.
3. Any existing damaged frames and covers shall be replaced as part of the standard concrete adjustment unit price. The new or replacement frames and covers shall be provided through City Department of Public Works. Contact City Engineer or work with the paving inspector to arrange for pick-up of materials from the Public Works yard. All materials must be scheduled to be picked up no later than 3:00 p.m. Monday through Friday.
4. Manholes are not to be raised more than 5 working days in advance of the actual paving operation. Adjustment heights are per the concrete adjustment method. Riser rings are to be installed not more than 24 hours prior to paving.
5. See the Asphalt Wedging requirements in Section II (E) under pavement milling.

E. Method of Measurement and Payment: Manholes will be measured and paid for per each unit completed.

VI. Type “B” Slurry Seal

- A. General: The work shall consist of furnishing and applying an emulsified slurry seal in accordance with the latest edition (2007) of VDOT Road and Bridge Standards unless otherwise specified. {**Note**: See the IFB - Attachment-A, titled - VDOT Special Provisions for “Emulsified Asphalt Slurry Seal” extracted from the 2015 VDOT Special Provisions Volume 2 of 2)

Provided in Attachment –A is the latest edition (2007) of VDOT Road and Bridge Standards and Materials Division Supplements, and the 2015 VDOT Special Provisions Volume 2 of 2. The latest reference provided here is dated September 28, 2012, {see pages 107-112 for reference}.

The successful bidder shall furnish all necessary labor and materials to furnish and apply approximately 65,000 SY of Type “B” Emulsified Asphalt Slurry Seal

paving to various streets within the City of Hopewell. Quantity listed is estimated only and shall not bind the City to purchase any set quantity.

B. Materials:

1. Asphalt Emulsion: Emulsified asphalt shall conform to the requirements of the latest edition of the VDOT Road and Bridge Specifications, except for a quick setting emulsion and the following requirements shall apply:
 - (a) The emulsion shall be designated CQS-1 h cationic quick setting emulsion and shall conform to the requirements of Cationic Type CSS-1 h.
 - (b) The cement Mixing Test is waived.
 - (c) Emulsion setting time-prior to shipment of each new formation of emulsified asphalt, the successful bidder shall perform a towel test to verify that the emulsion will set sufficiently quick for early release of traffic. Testing for setting time shall be in accordance with VTM-89.
2. Aggregate: Aggregate shall be crushed stone and shall be nonpolishing. The quality of aggregate shall conform to the requirements of the latest edition of the VDOT Road and Bridge Specifications, except that the loss on soundness shall not exceed 18". The sand equivalent value shall not be less than 40.

Gradation shall be as follows for the type of mix specified:

DESIGN RANGE TABLE

SIEVE SIZE	TYPE B (% Passing)	TYPE C (%Passing)
No. 318	100	100
No. 4	90-100	70-95
No. 8	65-90	45-70
No. 16	45-70	32-54
No. 30	30-50	23-38
No. 50	18-33	16-29
No. 100	10-21	9-20
No. 200	5-15	5-12
Design Asphalt Content Range:	8.0% - 10.5%	7.0-9.5%

Residual Asphalt content by weight of dry aggregate.

3. Mineral Filler: Mineral filler shall be either hydrated lime or Portland Type 1 cement which will conform to the requirements of the latest edition of the VDOT Road and Bridge Specifications.
4. Water: Water used in the mix shall conform to the requirements of the latest edition of the VDOT Road and Bridge Specifications.
5. Mix Design: The successful bidder shall submit for the City's approval a mix design for each type of slurry on Form TL-127, results of the Compatibility Test as per VTM-60, and wear loss by the Wet Track Abrasion Test as prepared by an approved testing laboratory. The WTAT shall be performed in accordance with VTM-14. The wear loss shall not be greater than 75 grams per square foot. The wear loss shall apply to the asphalt content limits designated on the job mix formula. Such limits shall be determined by selecting the optimum asphalt content from the WTAT loss curve and within the ranges shown in the Design/Range Table above and applying a tolerance of plus or minus 1.5 percent.
6. Test Strip: The successful bidder shall place a test strip for approval by the City prior to beginning the work. The mix consistency shall be determined by the successful bidder in accordance with current International Slurry Seal Association Bulletin Number 106 and shall be 2.5 cm, plus or minus 0.5 cm. Calibration data as specified in the latest edition of VDOT Road and Bridge Specifications shall be provided prior to placing the test strip.
7. Mix Sampling and Testing Requirements: Testing for gradation shall be based on an approved aggregate producers modified acceptance production control plan. Gradation shall conform to the ranges specified in Section B,2.

The successful bidder shall perform a minimum of two (2) consistency tests for each day's production as specified in the latest edition of the VDOT Road and Bridge Specifications and shall conduct additional tests as required.

Materials from the job site shall be tested for Wet Track Abrasion in accordance with VTM-14 and the Department's current acceptance program. The WTAT loss shall not be greater than 75 grams per square foot.

C. Equipment:

1. All equipment, including hand tools, shall be designed or suitable for the application of slurry and be in good working order. A mobile unit is required and shall be equipped with an accurate mineral filler feeder, a fog

type spray bar, be capable of an operation speed of 60 feet per minute and have capacity to store mix components to produce a minimum of 5 tons of slurry seal. The equipment shall be capable of delivering a continuous uniform and homogeneous mixture of aggregate, emulsion, water, and mineral filler to the spreader box. Mixing aid additive dispensers, if used shall be capable of uniformly adding the additive to the water line prior to entering the mixing chamber.

2. The successful bidder shall provide current year data for each mixing unit, utilizing materials from the same sources as those to be used on the project. Data for each unit shall be in the form of a graphic scale indicating the stone gate setting required to obtain the residual asphalt content as determined in the mix design. Such data shall be maintained with each unit.
3. The spreader shall be equipped with a flexible type squeegee positioned in contact with the pavement surface. The spreader shall be designated to apply a uniform spread with a minimum loss of slurry. The spreader box shall be equipped with augers extending its full width which shall uniformly distribute the slurry mixture across the entire width of the box. The box shall be equipped with an approximately 18 wide burlap drag to smooth the slurry surface.

D. Method of Measurement and Payment:

Slurry Seal shall be measured and paid for in square yards of surface completed and accepted. Payment shall be full compensation for furnishing, applying, and testing.

VII. Latex Modified Emulsion Treatment referred to as MICRO-SURFACING

- A. General: The work shall consist of furnishing and applying latex modified cationic emulsion in accordance with the latest edition (2007) of VDOT Road and Bridge Standards unless otherwise specified and 2015 VDOT Special Provisions Volume 2 of 2. {**Note:** See the IFB - Attachment-A, titled - VDOT Special Provisions for conforming to “Latex Modified Emulsion Treatment - Micro-Surfacing)

Provided in Attachment –A is the latest edition (2007) of VDOT Road and Bridge Standards and Materials Division Supplements and 2015 VDOT Special Provisions Volume 2 of 2. The latest reference provided here is dated August 10, 2010 {see pages 112-117 for reference}.

The successful bidder shall furnish all necessary labor and materials to furnish

and apply approximately 20,000 Square Yards of Type “B” Micro-Surfacing type paving materials to various streets within the City of Hopewell. Quantity listed is estimated only and shall not bind the City to purchase any set quantity.

B. Materials:

1. Asphalt Emulsion: Reference pages 112 – 117 of the Attachment–A titled Latex Modified Emulsion Treatment (Micro-Surfacing)
2. Emulsified asphalt shall conform to the requirements of the latest edition of the VDOT Road and Bridge Specifications, except for a quick setting emulsion and the following requirements shall apply:
 - (a) The emulsion shall be designated CQS-1 h cationic quick setting emulsion and shall conform to the requirements of Cationic Type CSS-1 h.
 - (b) The cement Mixing Test is waived.
 - (c) Emulsion setting time-prior to shipment of each new formation of emulsified asphalt, the successful bidder shall perform a towel test to verify that the emulsion will set sufficiently quick for early release of traffic. Testing for setting time shall be in accordance with VTM-89.
3. Aggregate: Aggregate shall be crushed stone and shall be nonpolishing. The quality of aggregate shall conform to the requirements of the latest edition of the VDOT Road and Bridge Specifications, except that the loss on soundness shall not exceed 18”. The sand equivalent value shall not be less than 40.

Gradation shall be as referenced for each type of mix specified on pages 112 under Subsection B Aggregate.

Mix Design shall be as referenced for each type of mix specified on pages 113 under Subsection III Mix Design.

C. Equipment:

1. All equipment, including hand tools, shall be designed or suitable for the application of slurry and be in good working order. A mobile unit is required and shall be equipped with an accurate mineral filler feeder, a fog type spray bar, be capable of an operation speed of 60 feet per minute and have capacity to store mix components to produce a minimum of 5 tons of slurry seal. The equipment shall be capable of delivering a continuous uniform and homogeneous mixture of aggregate, emulsion, water, and mineral filler to the spreader box. Mixing aid additive dispensers, if used shall be capable of uniformly adding the additive to the water line prior to entering the mixing chamber.

2. The successful bidder shall provide current year data for each mixing unit, utilizing materials from the same sources as those to be used on the project. Data for each unit shall be in the form of a graphic scale indicating the stone gate setting required to obtain the residual asphalt content as determined in the mix design. Such data shall be maintained with each unit.
3. The spreader shall be equipped with a flexible type squeegee positioned in contact with the pavement surface. The spreader shall be designated to apply a uniform spread with a minimum loss of slurry. The spreader box shall be equipped with augers extending its full width which shall uniformly distribute the slurry mixture across the entire width of the box. The box shall be equipped with an approximately 18 wide burlap drag to smooth the slurry surface.

D. Method of Measurement and Payment:

MICRO-SURFACING - "Type B & Type C" (Typical Surface Course Layer) shall be measured and paid for in SQUARE YARDS of surfaces completed and accepted. Payment shall be full compensation for furnishing, applying, and testing.

MICRO-SURFACING - LEVELING COURSE "Type C / Rut-Filling" shall be measured and paid for in the contract unit price per TONS of materials used, completed-in-place and accepted. Payment shall be full compensation for furnishing, applying, and testing.

VIII. Crack Seal – Per Virginia Department of Transportation materials description for Type-A or Type-B

(See the IFB Attachment-B titled - VDOT Special Provisions for "Sealing Cracks in Asphalt Concrete Surfaces, or Hydraulic Cement Concrete Pavement for project guidelines.)

- A. General: The work shall consist of furnishing and applying all sealant materials per the latest edition (2007) of VDOT Road and Bridge Standards and Materials Division Supplements and 2015 VDOT Special Provisions Volume 2 of 2. The latest is dated October 19, 2014 and provided in the IFB per Attachment –B {see page 90-93}.
- B. Furnished Specifications: Per Attachment-B to this IFB is a copy of the VDOT Special Provisions for sealing cracks

The successful bidder shall furnish all necessary labor and materials to furnish

and apply and approximately 18,000 pounds (lbs) of Type A and 9,000 (lbs) of Type B crack sealant treatments. Quantity listed on the bid component and computations is an estimate only. It shall not bind the City to purchase any set quantity.

C. Materials: See Attachment-B on the City Adopted Materials and Guidelines per the VDOT Materials Division publications.

D. Method of Measurement and Payment:

Crack Seal shall be accounted for daily by maintaining inspector logs then paid for in measured pounds of sealant material used on the joint surfaces completed and accepted. Payment shall be full compensation for furnishing, applying, and testing. Payments will be made at pay units of pounds complete-in-place (CIP).

IX. Asphalt Surface Treatment - commonly referred to as “Chip Seal” – Per Virginia Department of Transportation materials description for Prime Seal, Seal Treatments, Modified Single Seal, Modified Double Seal, Specified Asphalt Materials and Specified Cover Materials and Procedures. (See the IFB Attachment-B {page 103-07} titled - VDOT Special Provisions for “Asphalt Surface Treatment”)

A. General: The work shall consist of the application of a single or multiple course asphalt surface treatment (Chip Seal) in accordance with the Specifications and as specified per the latest edition (2007) of VDOT Road and Bridge Standards and per the provided supplement 2015 VDOT Special Provision Volume 2 of 2 on this method of pavement treatment. The specific VDOT Material Division supplement is dated September 13, 2012.

B. Furnished Specifications: Per Attachment-B to this IFB is a copy of the VDOT Special Provisions for ASPHALT SURFACE TREATMENTS.

The successful bidder shall furnish all necessary labor and materials to furnish and place approximately 85,000 Square Yards (SY) of defined Seal Treatment, Modified Single Seal Treatment, or Modified Double Seal Treatments. The individual quantity listed on the bid component and computations is an estimate only. It shall not bind the City to purchase any set quantity.

C. Materials: See Attachment-B on the City Adopted Materials, Methods and Guidelines per the VDOT Materials Division publications. (Refer to the 2007 – VDOT Road and Bridge Specifications and provided excerpt from the VDOT Materials Division Supplemental publications.

D. Method of Measurement and Payment:

Chip Seal shall be measured and paid for in square yards of surfaces completed and accepted. Payment shall be full compensation for furnishing, applying, and testing. Payments will be made at pay units of square yards complete-in-place (CIP).

Instructions to Bidders

Virginia State Corporation Commission (SCC) Registration Information: The bidder shall submit this form with their bid (located on page 22). If bid proposal does not include the State Corporation Commission Form, the bid will be considered non-responsive.

Bid Guarantee: 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.

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.

Price: For the Bidder's complete performance of the work, the City will pay and the Bidder agrees to accept, subject to the terms and conditions hereof, the unit and/or lump sum price in the Bidder's proposal as listed on the *bid tabulation sheet*. The award is made thereon, plus the amount required to be paid for any extra work, less credit for any work omitted. The sum as awarded for the contract items shall represent payment in full for all of the various classes or descriptions of work, including material, equipment and labor necessary or required to complete in conformity with the documents. The various descriptions of work are indicated under the scope of work specifications for each and/or as specified under the Bid Tabulation Sheet line items descriptions for each component of work.

Submission of Bid Breakdown: Within five days after the execution of this contract or when directed by the owner, the Bidder must submit to the owner, in triplicate, an acceptable breakdown SUMMARY of the bid prices based on the bid quantities used. Summarize the various operations to be performed and the value of each of such operations, the total of such sum price bid. The Bidder shall also submit to each other information relating to the bid price as may be required and shall revise the bid breakdown as directed.

Reports, Records and Data: The Bidder shall furnish to the city such schedules of quantities and costs, progress schedules, reports, invoices, delivery tickets, estimates, records and other data as the City may request concerning work performed or to be performed and materials furnished or to be furnished under the contract.

BID INSTRUCTIONS/CLARIFICATION

The quantities you are bidding are listed for the sole purpose of obtaining unit prices which will constitute your bid. They are general bid estimate quantities and do not represent future projects. It is important for the bidder to know that depending on our budget, we anticipate an annual paving program of approximately \$600,000 to \$800,000 annually. This information should assist you with determining your unit prices.

If the City increases an individual line item quantity by more than 20%, the City reserves the right to renegotiate the line item price.

For the most part our paving contractor will primarily adjust utility castings, mill and pave. We are asking for pricing of other items as a contingency in case that task is required. Most likely thermoplastic striping and markings will be used on the major arterials and collectors. Other streets will be painted by City forces outside of this contract.

Be realistic with all pricing as we may require you to perform any or all the tasks listed on the bid sheet(s).

Note that the basic unit price for milling is per square yard for a **2 inch depth**. We will also ask for a price for each 1 inch of depth beyond the initial depth of 2 inches.

Note: The City will often elect to edge mill everywhere possible and only mill full pavement width when conditions require. We recognize that milled asphalt has value as Recycled Asphalt Pavement (RAP) and expect a per ton credit for same.

For sake of bidding purposes, the City will assume 3,000 tons of millings multiplied by bidder's RAP credit amount to achieve a "credit value" and subtract that amount from the total bid price to determine low bidder.

The City reserves the right to retain some or all of the milled material, if so the City will pay the contractor his bid unit RAP credit amount per ton for the tonnage of millings we keep.

2016/2017 CITYWIDE ASPHALT OVERLAY PROGRAM BID SHEET(S)

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
1.	Lump Sum	Mobilization	_____/LS	\$ _____
2.		Traffic Control /Housekeeping /Site Cleanup	_____/LS	\$ _____
3.	5,000 TN	SM-9.5A Asphalt pavement Complete-in-place	_____/TN	\$ _____
4.	1,000 TN	SM-9.5D Asphalt pavement Complete-in-place	_____/TN	\$ _____
5.	1,000 TN	BM-25.0A Asphalt pavement Complete-in-place	_____/TN	\$ _____
6.	500 TN	IM-19.0A Asphalt pavement Complete-in-Place	_____/TN	\$ _____
7.	500 TN	SM-12.5D Asphalt pavement Complete-in-Place	_____/TN	\$ _____
8.	30,000 SY	Milling existing Asphalt Pavement Up to 2-Inches in depth	_____/SY	\$ _____
9.	10,000 SY	Milling Asphalt Pavement Additional inch beyond first 2" Depth	_____/SY	\$ _____
10.	1,000 SY	Pavement Removal & Patching w/4" BM-25.0 Base Asphalt	_____/SY	\$ _____
11.	18,000 LB	Crack Sealing – Type “A” - Material Treatment Cleaning, Filling, and Sealing of Cracks Asphalt and/or Concrete Pavements	_____/LB	\$ _____
12.	9,000 LB	Crack Sealing – Type “B” - Material Treatment Cleaning, Filling, and Sealing of Cracks Asphalt and/or Concrete Pavements	_____/LB	\$ _____
13.	25 EA	Existing MH-1 Concrete Frame & Cover Elevation Adjustment	_____/EA	\$ _____
14.	65 EA	1-1/2” – 2” Riser Ring Adjustments for Std. MH-1 Frame & cover	_____/EA	\$ _____

15.	200 CY	Undercut Excavation	_____ /CY	\$ _____
16.	10,000 LF	Yellow Thermoplastic Pavement Marking/4" Std. Solid Stripe	_____ /LF	\$ _____
17.	5,000 LF	White Thermoplastic Pavement Marking/4" Std. Solid Stripe	_____ /LF	\$ _____
18.	300 LF	White Thermoplastic Stop Bar/24"	_____ /EA	\$ _____
19.	25 EA	White Thermoplastic Direction Arrow	_____ /EA	\$ _____
20.	65,000 SY	Type "B" Slurry Seal	_____ /SY	\$ _____
21.	20,000 SY	Micro-Surfacing Type "B" (Latex Modified Emulsion Treatment)	_____ /SY	\$ _____
22.	40,000 SY	Chip Seal - Asphalt Surface Treatment Seal Treatment	_____ /SY	\$ _____
23.	30,000 SY	Chip Seal - Asphalt Surface Treatment Modified Single Seal Treatment	_____ /SY	\$ _____
24.	15,000 SY	Chip Seal - Asphalt Surface Treatment Modified Double Seal Treatment	_____ /SY	\$ _____
25.	5,000 SY	Mirafi MPV700 Paving Fabric (Or Approved Equal) Complete- In-Place [CIP]	_____ /SY	\$ _____
26.	5,000 SY	Mirafi PGM-30 Paving Fabric (Or Approved Equal) [CIP]	_____ /SY	\$ _____
27.	2,000 SY	Huesker HaTelit G 50 Paving Fabric (Or Approved Equal) [CIP]	_____ /SY	\$ _____

TOTAL SUM OF BID ITEMS 1-27 \$ _____

Offered Credit Value on a per ton basis for Recycled Asphalt Pavement millings-RAP [Based on estimated RAP annual quantity of 3,000 tons]

28. 3,000 TN RAP (deduct) - \$ _____/TN \$ _____

Bid Summary equals the sum of line items 1-27, **minus** line 28 the indicated Credit for millings.

TOTAL BID SUMMARY \$ _____

State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Bidder:

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 Bidder 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 Bidder’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: _____

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

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 City 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:** All contractors agree to defend, indemnify and hold harmless, the City and its council, officers, employees, agents, and other 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 statute or otherwise.
Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at any site and, in order to effect this limitation of liability, each contractor will agree 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 the City’s use or consumption and a certificate of exemption will be furnished upon request.
- F. **QUOTATION FORM:** The bidder/offeror must sign and properly fill out all forms in this invitation for 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 a contractor, the City may procure the articles or service from other sources and hold the contractor responsible for any excess cost incurred.

- 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 bids/proposals, the bidders/offerors certify that the bids/proposals are made without collusion or fraud and that the bidders/offerors 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 the City at once, indicating in writing 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, the contractor will certify that the contractor does not, and shall not during the performance of the contract for goods and services in or for the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting 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 will convey, sell, assign, and transfer to the City all rights, title and interest in and to all causes of action they 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 under said contract.
- N. **PAYMENT:** Payment by the City is due thirty days (30) after delivery is made to the City and inspected 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, 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 that the City may have.
- T. **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, limited partnership, or other entity, 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:** All contractors shall secure and maintain in force, at their 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 the 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 or claims in connection with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the Virginia. Certificates of insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the City's 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 damages upon the bidder's/offeror's failure to execute a contract awarded or upon the bidder's/offeror's failure to furnish any required performance or payment bonds in connection with a contract awarded.

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 will be 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 bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to 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 subcontractor to carry Workers' 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 contract specifications.

The contractor shall execute and deliver 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 a bid/proposal, no indication of such sales or services to the City will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City or any department or institution of the City has purchased or used the 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, whichever is sooner. The City, 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:** Any 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 City 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 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 an 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 City. When such business has been subcontracted to minority or women-owned businesses, upon completion of the contract the contractor agrees to furnish the City the following information: name of business, address, 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 the bidder's/offeror's authorized 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 the corporation. 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 or other entity, 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 who is authorized 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, email, or otherwise, 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 the 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 advertised, 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 bids/proposals, 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 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 to and by the agency for the contract prior to the issuance of the written solicitation. Negotiations with the low bidder/offeror 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/offeror that its bid exceeds the available funds and that the City 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/offeror.

- L. **COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.