



REQUEST FOR PROPOSALS
EAST BROADWAY BRIDGE
REPLACEMENT DESIGN/BUILD (D/B)
SERVICES

CITY OF HOPEWELL
PURCHASING DEPARTMENT

INVITATION: #08-16

DATE: April 8, 2016

Sealed Proposals, 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, MAY 12, 2016** and then publicly opened in the Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia on the aforementioned date and time.

1. In order to be considered for selection, Vendors must submit a complete response to this RFP. One (1) original, five (5) copies, and a portable document format (pdf) version of the proposal shall be submitted to the City of Hopewell, Virginia.
2. Regardless of delivery method of proposal, the **outside** of each envelope must clearly indicate the following: *(If Proposal 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 Proposal: May 12, 2016
East Broadway Bridge Replacement D/B Services
RFP #08-16

3. Proposals by telephone, telegraph, or facsimile **will not** be accepted.
4. **ANY PROPOSAL RECEIVED AFTER 11:00 A.M. ON THE AFOREMENTIONED DATE OF OPENING, WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

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Nothing herein is intended to exclude any responsible firm or in any way restrict competition. The selection process will be competitive negotiation as outlined in Chapter 2A of the Code of the City of Hopewell, Virginia, and Section 2.2-4302.2 (Virginia Public Procurement Act) of the Code of Virginia.

All Proposals submitted must be signed by an individual authorized to bind the Offeror. Proposals submitted without such signature will be deemed non-responsive, and will not be considered. The City of Hopewell reserves the right to cancel the RFQ/RFP, to award in part or in whole, to waive all informalities, to reject any or all items of any proposal, or reject any and all proposals deemed to be in the City's best interest. The City may modify any requirements in the RFQ/RFP prior to the deadline by written notice to any Offeror requesting a copy of the RFQ/RFP. The City may modify the project's scope of services and required tasks during negotiation process with the successful Offeror. The City shall neither be obligated nor prohibited from awarding or amending any contract with the successful Offeror for services less than or greater than the scope of services contemplated in this proposal.

The right is reserved to extend any resulting contract, for terms to be mutually negotiated and agreed upon.

All proposals 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.

The City reserves the right to be sole judge and to make the award in accordance with its own judgment 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 Offeror 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.

Proposal 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 Cone
Purchasing Officer

CITY OF HOPEWELL
RFP #08-16 – EAST BROADWAY BRIDGE REPLACEMENT D/B SERVICES

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

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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. #

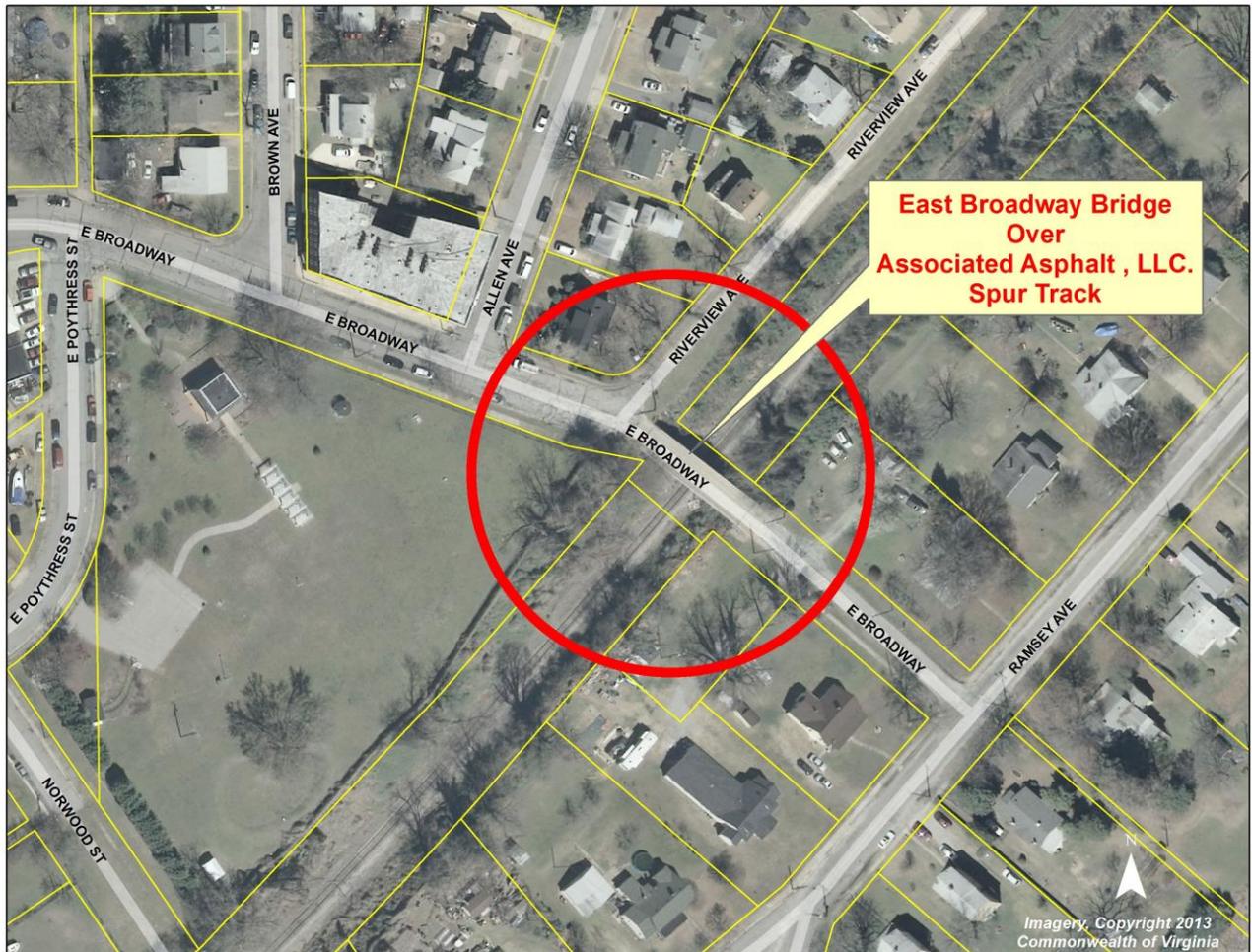
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East Broadway Bridge Replacement—Demolition of existing bridge and the design and construction of a replacement bridge over the Associated Asphalt Hopewell, LLC Spur Track.

Project Location:

City of Hopewell / East Broadway Street Bridge over Associated Asphalt Hopewell, LLC Spur Track Connecting Riverview Avenue to Ramsey Avenue

Please see GIS Vicinity Map for Reference:



I. BRIEF BACKGROUND OF NEED:

The East Broadway Bridge over the Associated Asphalt Hopewell, LLC Spur Track was originally constructed in 1925 as a steel girder and concrete deck bridge supported by concrete abutments with intermediate bents. The bridge has undergone maintenance and rehabilitation over the years with major reconstruction occurring between 1976 and 1977 with the addition of wing walls, approach slabs and the re-decking of the bridge. Other minor substructure repairs were conducted in 1984-1985. The bridge is currently in the VDOT Structure inventory as No. 116-8001 and was on the mandatory two (2) year construction cycle until it was deemed unsafe by the bridge inspection consultant and closed in April of 2014.

The bridge is approximately 100' long and has a clear width of 25'-6" delineated as 18'-0" roadway, 6'-0" sidewalk with 9" curbs and railings on either side. Additional details regarding the current design, rehabilitation and recent inspection reports can be found in the appendices of this RFP.

II. SCOPE OF SERVICES:

The City of Hopewell is requesting proposals from qualified D/B teams for the demolition of existing bridge and the design and construction of a new replacement bridge on East Broadway Street over the Associated Asphalt Hopewell, LLC Spur Track.

The scope includes all work required to remove and replace the existing bridge. Upon completion of this project, the bridge and its approaches will be in-service condition and accessible to the public. All incidental work required to meet this goal is included in this project.

- a) MAJOR COMPONENTS – The major components of the project scope include the following:
- i) Demolition and removal services for the existing bridge and appurtenances,
 - ii) Comprehensive evaluation of the existing abutments and underlying soils in order to determine extent of retrofit required,
 - iii) Structural design for retrofit of the abutment (if required),
 - iv) Design of a prefabricated bridge including bearings, anchor bolts, decking and handrails,
 - v) Submission of shop drawings including a shop drawing quality check prior to submission to the City,
 - vi) Fabrication and delivery of the bridge,
 - vii) Installation of the bridge,
 - viii) Erosion and Sediment Control plans and details (if required),
 - ix) Design and construction of roadway and pedestrian transitions to the bridge approaches including ADA compliant sidewalks and ramps,

- x) Overall project management and D/B team coordination including attendance at progress meetings with the City Engineer and/or City Construction Manager.

The City will issue any necessary Work in the Right-of-Way (WROW) permits to the successful bidder who will be responsible for all conditions of the permits. All permits and waivers, including permission to work in Associated Asphalt Hopewell, LLC right-of-way will be the responsibility of the D/B team.

III. PROPOSAL SUBMITTAL INSTRUCTIONS:

In order to provide each D/B team an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals must be submitted and must contain the following elements organized into separate chapters and/or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

These elements parallel the basis of the City's proposal evaluation criteria. The following sections provide guidelines for specific information to include in the proposal.

a) UNDERSTANDING THE PROJECT ASSUMPTIONS, REQUIREMENTS, STANDARDS, DELIVERABLES AND WORK PLAN

This section should demonstrate the D/B Team's overall understanding of the Request for Proposal as set forth in the following sections. It should include narratives; where appropriate, describing your team's understanding of the assumptions, requirements, responsibilities, standards, and deliverables. This section should also include a detailed recommended project approach and work plan including schedules, City review times and design and construction solutions to achieve an opening of the bridge by November 30, 2016.

i. Project Assumptions

- The bridge was most recently inspected on April 16, 2014 (see Appendix E-East Broadway Bridge Structure Inspection Report-2014). For reference and comparative review, the City has provided the next most recent inspection from February 27, 2013 (see Appendix D-East Broadway Bridge Structure Inspection Report-2013).
- It is the D/B team's responsibility to analyze the existing abutments and confirm that they are structurally adequate to support the proposed prefabricated bridge and/or include plans to retrofit, modify or replace the abutments. The intended replacement bridge (see Appendix G-Contech Bridge Specifications and Details) *will not* utilize the four (4) existing bents, bent caps and columns, but will span clear across from the existing or proposed abutments.

- The City will provide soil borings and concrete cores of the existing abutments for the review of the Design Build teams in an addendum. There will be a minimum of one (1) concrete core and two (2) soil borings from each side of the bridge.
- Full replacement of the abutment and wing walls is not anticipated to be required, but must be confirmed by the D/B team's analyses.
- The stability of the existing bridge is not guaranteed. The methods of removal and demolition shall take into account the deterioration of the existing framing, bent caps, and related steel substructure. For reference, the City has provided reinforcement as-builts and one (1) proposed deck demolition procedure (See Appendix F- East Broadway Bridge Reinforcement As-Builts). The steel reinforcement was installed in November 2014 in accordance with the plan. The deck demolition procedure is for reference only and the City *does not* require that the D/B team adhere to this plan in any way. The D/B team may utilize some or all of this demolition plan, but must provide their method of removal and demolition as part of the work plan.
- The existing bridge and approaches are closed between Riverview Avenue and Ramsey Avenue, therefore D/B teams can assume that minimal maintenance of traffic (MOT) provisions will be required. It can be assumed that the bridge and approaches will remain closed during the duration of this contract, but some flagging may be required when large construction equipment is entering or exiting the work zone onto public right-of-way (East Broadway Street at Riverview Ave or Ramsey Ave).
- The D/B team will be responsible for coordination permits, right of entry or any other provisions that may be required from the owner of the spur track or its operator Norfolk Southern to work in their right-of-way. Contact information:
 - Daniel P. Matthews, Business Unit Director
Associate Asphalt Hopewell, LLC
410 Water Street
Hopewell, Virginia 23860
(804) 458-0926 Office
(804) 704-7257
 - David Taylor, Terminal Manager
Associate Asphalt Hopewell, LLC
410 Water Street
Hopewell, Virginia 23860
(804) 458-0926 Office
(804) 704-7242

Note: The emulsion terminal and spur track rights were recently purchased by Associated Asphalt Hopewell, LLC from Regional Enterprises whom is referenced in the structure inspection reports from 2013 and 2014.

- The entire work area will be kept in a safe, clean and neat manner throughout the duration of the project.
- Every effort shall be made to perform all work and all disturbances within City right-of-way. The D/B team shall clearly state in their proposal those locations where any impacts to private property are anticipated or cannot be avoided. It is anticipated that work will be required on or above Associated Asphalt Hopewell, LLC property to remove the existing bridge and erect and install the proposed bridge.
- The D/B team shall confirm the understanding of these assumptions or declare any exceptions in their proposal.
- The Columbia Gas Line between beams 8 and 9 has been abandoned and rerouted to other areas outside of the project limits. The D/B team must confirm this assumption with Columbia Gas and coordinate any provisions for safe removal of the abandoned line.
- There are existing overhead utilities parallel to the existing bridge on the north side of E Broadway Street and perpendicular to the west bound approach east of the bridge. There are no provisions in this contract to relocate these lines and design build teams should review and consider the locations of these overhead lines during development of demolition of existing and erection of the new bridge.
- No design waivers or exceptions are anticipated for the bridge approach site plan design. The City considers this project a “Small Bridge Replacement” as defined and further described in VDOT Instructional and Informational Memorandum IIM-LD-227.9. See Appendix J Sheet 9 of 17 for details.

ii. Overall Project Requirements

- Provide topographic and existing features and utilities surveying services as may be necessary to collect as-built and base information for the entire scope of the project including the approaches to the bridge. The bridge shall be designed to provide a minimum of 22'-0" above the center of the Associated Asphalt Hopewell, LLC Spur Track which must be verified by field survey (see Appendices A, B, and C for Bridge Record Drawings). The cross tie width would serve as the 22'-0" clearance box requirement.
- Provide structural and geotechnical testing and evaluation services as necessary to analyze the existing concrete abutments. This analysis should include global and local stability of the slope with either use of existing abutments or proposed replacement abutments.
- Provide design, labor, equipment, materials, specifications, MOT (including vehicular and rail traffic), erosion and sediment control and related services necessary to remove and properly dispose of the existing bridge structure including the deck, railings, sidewalk, framing, and bents.
- Provide design, labor, equipment, materials, specifications, MOT (including vehicular, pedestrian and rail traffic), erosion and sediment control and related

services necessary to remove, retrofit, or otherwise modify the existing abutments to accept the new structure as determined in the scope of this Project.

- Provide design, labor, equipment, materials, specifications, MOT (including vehicular, pedestrian and rail traffic), erosion and sediment control and related services to construct new roadway and pedestrian approaches including ADA compliant sidewalks and pedestrian ramps.
- Locate any existing underground utilities in the areas of work, including the approaches, and verify all locations, grades, depths, and existing conditions before proceeding with the work. Test pits may be required to be performed by the D/B team. Design of the approach roadway should avoid relocation of existing utilities wherever possible, and minimize relocation when impacts are unavoidable. The scope of this project does not include the relocation design and construction of any impacted Virginia American Water utilities or City owned sewer and storm water utilities. The scope of this project does not include the relocation design and construction of any other identified utilities in the project area. Only the identification and as built information of utility impacts is included in the scope. The City has provided a site plan option that has surveyed many of the existing utilities that the D/B team may use to supplement their utility locating services. See Attachment I – Site Plan and Vertical Profile 30% Plan Set.
- Perform all tree protection, erosion and sediment control, site excavation, including import of acceptable soils if needed for the abutment retrofit or modification.
- Identify and obtain any non-City issued permits and waivers, including Associated Asphalt Hopewell, LLC if required. The D/B team will be required to perform all necessary work in accordance with applicable permit and waiver conditions.
- Coordination by the D/B team of all design, permitting, scheduling, material delivery, staging, installation and all aspects of the project with all D/B team members and subcontractors. Provide a single point of contact from the D/B team for all coordination with the City Engineer and/or City Construction Manager.
- Provide necessary qualified designers/technicians/workers to accomplish scope of this proposal and materials to accomplish the project's scope and schedule.
- Comply with all State adopted Federal, State, and Local laws, ordinances and regulations pertaining to the project including but not limited to:
 - AASHTO LRFD Bridge Design Specifications for Highway Bridges, 7th Edition (2014)
 - AASHTO LRFD Bridge Construction Specifications 3rd Edition (2010)
 - Virginia Department of Transportation (VDOT) 2007 Road and Bridge Specifications and Revisions
<http://www.virginiadot.org/business/const/spec-default.asp>
 - 2011 Virginia Work Area Protection Manual (WAPM)
<http://www.virginiadot.org/business/trafficeng-WZS.asp>
 - VDOT 2008 Road and Bridge Standards
http://www.virginiadot.org/business/locdes/2008_road_and_bridge_standards.asp

- All applicable environmental laws and regulations including those associated with the City of Hopewell Land Disturbance Permit (LDP)

iii. New Bridge and Approaches Requirements

- The new bridge shall be the following or approved equal
 - Capstone Vehicular Bridge manufactured by Contech Engineered Solutions (www.conteches.com) as described in Appendix G.
- Bridges manufactured by other companies meeting the same quality, physical appearance and specifications (Appendix G) may be substituted in this RFP.
- The following are the design and detailing parameters for the bridge:
 - The bridge shall be a truss bridge with hot-dip galvanized zinc floor framing & weathering steel trusses
 - All miscellaneous hardware shall either be weathering steel or hot-dipped galvanized steel.
 - Truss Mounted Test Level 1 (TL-1) Guard Rail
 - Truss configuration: See attached preliminary detail for top chord, bottom chord, and vertical and diagonal truss configuration. Any alternate bridge proposals shall match the physical appearance of this preliminary detail.
 - HL-93 (AASHTO LRFD) Live Load
 - Double layer reinforced concrete deck with stay-in-place forms
 - The width of the designated walkway shall be 5'-0 and delineated from the vehicular travel lane with a curb reveal
 - The single travel lane shall be 13'-0
 - The bridge shall include provisions for bearings in accordance with Appendix G Specifications
 - The bridge may be designed to fit on the existing abutments with necessary modifications. Beam seats and wing walls will likely need to be raised in order to meet minimum clearance requirements. Approach roadways will also require modifications as necessary. If it is determined by D/B team that it is not possible to utilize existing abutments it will be the D/B team's responsibility to design and construct new abutments to support the prefabricated bridge.
 - Clearances: The bridge shall be designed and constructed to provide 22'-0 minimum vertical clearance over the Associated Asphalt Hopewell, LLC Spur Track. This shall be verified by field survey.
 - The design and construction of the roadway and pedestrian approaches from both sides shall include ADA compliant access at the bridge. The work must be performed in City right-of-way and include transition to existing approaches with material similar to existing conditions and in line and on grade. See Attachment I – Site Plan and Vertical Profile 30% Plan Set.

iv. RFP Compliance and Applicable Engineering and Industry Standards

- This section should include a definitive statement of intent to comply with all terms and conditions as delineated in the RFP. In the event any of the terms and conditions found within this document are not acceptable as described, respondent must notate and explain any exceptions. Exceptions identified post response, may not be considered, and failure to agree to terms and conditions required by law or City purchasing regulations may be grounds for disqualification of your proposal or cancellation of any subsequent award.
- The D/B team shall design the Project and construct the Project as designed, in accordance with all professional applicable engineering principles and construction practices generally accepted as standards of the industry, in a good and workmanlike manner, and free from defects and in accordance with the terms and conditions of the Contract Documents. The D/B team is required to design and construct the Project in accordance with all Federal, State and City approvals, permits, permit conditions and waivers.

v. Deliverables

- In the event of an award, and for the pricing offered, the D/B team will be responsible for deliverables to include, but not limited to, the following:
 - Project management and D/B team coordination.
 - Work Plan Schedule in a format acceptable to the City (either excel bar chart or Microsoft Project) beginning with the schedule as submitted by the Offeror and updated bi-weekly during the project's duration through substantial completion.
 - Site and staging area access.
 - Erosion and Sediment Control measures to be utilized if required for City review and approval.
 - Demolition plans and specifications for removal and legal disposal of the existing bridge and appurtenances.
 - Design, shop drawings and design specifications for the replacement bridge including railing and decking – to be signed and sealed by a Professional Engineer licensed to practice in the Commonwealth of Virginia.
 - Design and design specifications for abutment modifications as required to satisfy acceptance of the new bridge and clearance requirements – to be signed and sealed by a Professional Engineer licensed to practice in the Commonwealth of Virginia.
 - Design and design specifications for approach roadway and pedestrian transitions to new bridge – to be signed and sealed by a Professional Engineer licenses to practice in the Commonwealth of Virginia.
 - Attendance at meetings when requested by City (assume 1 pre-construction meeting and 3 other progress meetings on site or at City offices).

- Two (2) sets of the manufacturer’s maintenance information for the bridge and bridge components.
- Bridge and bridge component warranty information from the manufacturer.
- As-built record drawings consisting of two (2) full size hard copy sets and electronic files of final completed project, including any and all changes with the relevant data shown including the new bridge and all relevant bridge components, decking, rails, abutments, wing walls, and approaches. The as-built clearance of the bridge over Associated Asphalt Hopewell, LLC Spur Track must be field verified and noted on the as-built documents.
- Record copies of all other relevant project data such as materials certificate of compliance and documentation signed by the D/B team’s duly authorized and qualified manager including that all materials utilized conform to the RFP, Contract and VDOT Materials requirements.
- Specific Plan sheets to be provided at a minimum are listed below. The work is to be done on 24” x 36” sheets and is to be sealed by a Professional Engineer licensed to practice in the Commonwealth of Virginia.
 - Demolition Plans, Notes and Details
 - Construction Plans
 - Construction Notes and Details
 - Traffic Management Plans, Notes and Details (if required)
 - Erosion and Sediment Control Plans, Notes and Details (if required)
 - Bridge Plans, Notes and Details
 - Abutment and Wing Wall Plans, Notes and Details
 - Approach Roadway and ADA Compliant Pedestrian Access Plans, Notes and Details
 - As-built Plans (required following construction)

vi. Work Plan Approach and Work Plan Schedule

- **The bridge must be reopened no later than November 30, 2016.** In this section the D/B team is to provide a Work Plan Approach describing in detail how the bridge opening goal will be met. This section must also include a separate Work Plan Schedule with beginning dates, durations, end dates and predecessors that demonstrates how the project will be completed in the above time frame.
- The Work Plan Schedule must include, at a minimum, the following elements. The order is to be provided in the Work Plan Schedule and should coordinate with the Work Plan narrative and the D/B team’s overall project approach:
 - Survey
 - Existing Abutment Evaluation
 - Obtain Non-City Permits and Waivers (i.e. Associated Asphalt Permit)

- Erosion and Sediment Control Plans (City review time 1 week)
- Existing Bridge Demolition and Removal
- Abutment and Wing wall Design Modifications (if required)
- Bridge Design, Fabrication and Delivery
- Bridge Installation
- Roadway and Pedestrian Transition construction
- Bridge Opening no later than November 30, 2016
- Final Acceptance by the City of Hopewell December 31, 2016

b) RESUMES AND STAFFING PLAN, COMPLETED PROJECT LIST, CAPABILITIES AND EXPERIENCE, LICENSING AND BONDING, CERTIFICATIONS AND AUTHORIZATIONS

i. Resumes of D/B Team Members and Staffing Plan

- This section should include resumes for each of the D/B team's key staff including, but not limited to, education, professional experience, certifications/licenses, length of time employed at current firm. Any experience with design/build prefabricated pedestrian bridge projects should be highlighted.
- Include a staffing plan and an organizational chart that describes the role of each D/B team member and each key staff.
- The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of all D/B teams together with a description and anticipated percentage of the work being subcontracted are to be provided. The form on page 20 labeled LIST OF D/B TEAM MEMBERS, SUBCONTRACTORS AND/OR SUPPLIERS must be filled out and included in this section.

ii. Completed Project List

- List and describe three (3) projects completed within the past five (5) years that best illustrate the D/B team's General Contractor's capabilities and experience as it relates to the required work including description, scope, project and cost. These projects should preferably demonstrate work designing and construction (design/build) prefabricated pedestrian bridges. It is preferred that the members of the D/B team have similar experience. Include information on strategies and processes that were used on similar projects for providing design/build pedestrian bridges similar in size and scope.
- Provide a list of any and all prefabricated pedestrian bridges constructed as design/bid/build projects by the D/B team General Contractor in the last five (5) years.
- Provide a list of any and all prefabricated pedestrian bridge projects that the key firms from the D/B team have completed in the last five (5) years.
- Provide any additional information you wish to call to the City's attention with respect to your D/B team's capabilities, experience, and qualifications.

iii. Licensing and Bonding

- Each D/B team member performing applicable work and components on this project shall be fully licensed and bonded to perform any and all tasks which require licensing and/or bonding by State law (i.e. – engineering, surveying, etc.).
- A performance bond and a payment bond will be required of the successful Offeror in the amount of one hundred percent (100%) of the contract price.

iv. Certifications and Authorizations

- Each D/B team member performing applicable work and providing materials and other components on this project shall be authorized and/or certified to furnish, maintain, and repair the manufacturer(s) products being offered in this bid.
- The Offeror shall submit the State Corporation Commission Form with their proposal. If the proposal does not include this form, the proposal will be considered non-responsive.

c) REFERENCES

Provide the name and agency/owner of the contact person (project manager) as well as the current address, telephone number, email address for three (3) of the projects listed in the completed projects list, capabilities, and experience section above. These references should include design/build projects if possible however if the DB team's General Contractor has not constructed any projects of this type then design/bid/build prefabricated bridges should be used in the Reference section.

d) FIXED FEE PRICE PROPOSAL

Provide a fixed fee price for items listed on RFP Price Sheet (#08-16) located on Page 18.

IV. EVALUATION AND AWARD:

An evaluation committee consisting of City staff will review all proposals.

i. Procedure

- Upon receipt of proposals, the City Evaluation Committee will independently review and evaluate all proposals in accordance with the evaluation matrix below for each submission received. A composite rating will be developed which indicates the D/B team's collective ranking of the highest rated proposals in descending order.
- The City Evaluation Committee will meet and make its award recommendation on the highest ranked Offeror based on the evaluation committee's written score. In addition, the evaluation committee may also ask questions of a clarifying nature from the Offerors as required. Selection will be made of one Offeror

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deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal.

- The City reserves the right to cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The Evaluation Committee will independently evaluate the proposals based on the following criteria:

EVALUATION CRITERIA	WEIGHT
Understanding the Project Assumptions, Requirements, Standards and Deliverables	5%
Fixed Fee Price Proposal	70%
Resumes and Staffing Plan, Completed Projects, Capabilities and Experience	10%
References	5%
Work Plan, Work Plan Schedule and Ability to Meet the Bridge Opening Date of Wednesday November 30, 2016	10%

V. SUBMITTAL REQUIREMENTS:

1. Proposal containing the elements described in the Proposal Submittal Instructions section III.
2. Completed Page 3 of RFP.
3. Completed RFP Price Sheet (#08-16) located on Page 18.
4. Completed State Corporation Commission Form located on Page 19.
5. Completed List of D/B Team Members, Subcontractors and/or Suppliers form on Page 20.
6. Completed Notice of Escrow Option Form located on Page 21.

VI. INFORMATION AVAILABLE TO DESIGN/BUILD TEAMS:

A Mandatory Pre-Proposal Conference and Site Visit will be held at **2:00PM on Monday, April 25, 2016** at the Municipal Building Council Chambers, 300 North Main Street, Hopewell, VA. The City Engineer, Johnnie Butler, will be available to answer questions during this open meeting. Once the overview of the project and scope are provided by the City all participants will meet on the site for additional review and questions.

All individual questions from either the pre-proposal conference or site visit must be submitted in writing by the deadline. The deadline to submit questions is by 4PM Tuesday, April 26, 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 April 29, 2016.

The successful offeror 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 estimated time line below:

- Award Recommendation: May 19, 2016
- Notice to Proceed: June 2, 2016
- Substantial Completion: November 30, 2016
- Final Completion: December 31, 2016

Note: Substantial Completion is defined as having the bridge installation complete and available for public use (vehicular and pedestrian). Final Completion is defined as having all punch list work completed and final acceptance by the City.

APPENDICES:

APPENDIX A – E BROADWAY BRIDGE 1975 RECORD DRAWINGS

- 1975 Record Drawings – Improvements Plan
- 1975 Record Drawings – Deck Demolition Plan

APPENDIX B – E BROADWAY BRIDGE 1977 RECORD DRAWINGS

- 1977 Record Drawings – Sheet 1 of 6 General Plan
- 1977 Record Drawings – Sheet 2 of 6 Abutment WW and Approach Slab Details I
- 1977 Record Drawings – Sheet 3 of 6 Abutment WW and Approach Slab Details II
- 1977 Record Drawings – Sheet 4 of 6 Framing Plan

- 1977 Record Drawings – Sheet 5 of 6 Miscellaneous Details
- 1977 Record Drawings – Sheet 6 of 6 Expansion Joint Details at Abutments

APPENDIX C – E BROADWAY BRIDGE 1984 RECORD DRAWINGS

- 1984 Record Drawings – Sheet 1 of 6
- 1984 Record Drawings – Sheet 2 of 6
- 1984 Record Drawings – Sheet 3 of 6
- 1984 Record Drawings – Sheet 4 of 6
- 1984 Record Drawings – Sheet 5 of 6
- 1984 Record Drawings – Sheet 6 of 6

**APPENDIX D – E BROADWAY BRIDGE STRUCTURE INSPECTION REPORT
DATED 2/27/13**

**APPENDIX E – E BROADWAY BRIDGE STRUCTURE INSPECTION REPORT
DATED 4/16/14**

**APPENDIX F – E BROADWAY BRIDGE REINFORCEMENT AS-BUILT
DRAWINGS DATED 6/19/14**

**APPENDIX G – CONTECH CAPSTONE VEHICULAR BRIDGE SPECIFICATIONS
AND DETAILS**

**APPENDIX H – E BROADWAY BRIDGE PROPOSED TRAFFIC CONTROL PLAN
AND GEOMETRIC OVERVIEW**

**APPENDIX I – E BROADWAY BRIDGE SITE PLAN AND VERTICAL PROFILE
30% PLAN SET**

**APPENDIX J – VDOT INSTRUCTIONAL AND INFORMATIONAL
MEMORANDUM IIM-LD-227.9**

RFP PRICE SHEET (#08-16)

FIXED FEE PRICE SCHEDULE

18 ft. Clear Width CONTECH Capstone Vehicular Bridge

ITEM	DESCRIPTION	FIXED FEE PRICE
1	Existing Bridge Demolition and Removal (Includes all design, specifications, materials, labor, machinery, equipment, non-city permits, waivers, MOT and sediment and erosion control measures needed to demolish and remove the bridge)	
2	Site Design and Specifications (Includes survey, structural and geotechnical analyses, structural design, approach roadway design and sediment and erosion control plan and details)	
3	Bridge Design and Fabrication (Includes all material, labor, design, specifications and shop drawings needed to fabricate and deliver the bridge to the site)	
4	Bridge Installation (Includes all materials, labor, machinery, equipment, non-city permits, waivers, MOT and sediment and erosion control measures needed to install the bridge)	
5	Bridge Approach Roadway Construction (Includes all materials, labor, machinery, equipment, non-city permits, waivers, MOT and sediment and erosion control measures needed to construct roadway and ADA compliant sidewalk approaches to the new bridge structure)	
	BASE BID FIXED FEE TOTAL ITEMS 1 - 5	

Base Bid Bridge Description

Style	CONTECH Capstone Vehicular Bridge
Length	TBD – Based Upon DB Team Proposal
Width	18 ft.
Steel Finish	Hot-dipped Galvanized Floor Framing and Weathering Steel Trusses
Deck Type	Reinforced Concrete deck with Stay-In-Place forms (double layer)
Load Rating	H-15 (30,000 lbs. live load)
Railing	Truss Mounted Thrie Beam Guardrail with Tube Backup Test Level (TL-1)

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: _____

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 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 statute 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 (30) days after receipt of approved invoice unless otherwise specifically provided: subject to any discounts allowed. If an invoice requires modifications by the City, the thirty (30) day period begins after receipt of acceptable invoice.

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 and/or Contract Administrator 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/Contract Administrator 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 and/or Contract Administrator'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:** The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable, on the basis of initial responses and with emphasis on professional competence, to provide the required services. At the conclusion of these discussions, on the basis of evaluation factors published in the request for proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City of Hopewell can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. The City may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

- 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/proposal. 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 (IF APPLICABLE):** 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. **TRADE SECRETS OR PROPRIETARY INFORMATION:** Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

M. **MANDATORY PRE-PROPOSAL CONFERENCE**: A mandatory pre-proposal conference will be held on Monday, April 25, 2016 at 2:00PM at the Municipal Building Council Chambers, 300 North Main Street, Hopewell, VA 23860. Once the overview of the project and scope are provided by the City all participants will meet on the site for additional review and questions.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors 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 proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 2:00 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.