

INVITATION FOR BIDS



2010 Residential Street Resurfacing Program

IFB #2010-6285-2011

May 5, 2010

City of Newport News
Office of the Purchasing Director
2400 Washington Avenue
Newport News, VA 23607

Phone: (757) 926-8031/ Fax: (757) 926-8038

<http://www.nngov.com/purchasing>

SCOPE OF WORK – Includes furnishing and placing approximately 30,000 tons of bituminous concrete and related items.

Bid Due: May 25, 2010, at 2:00 p.m.

Contract Officer: _____

Shari D. Colvin
Shari D. Colvin, CPPB, VCO, Deputy Director, scolvin@nngov.com

****AN ORIGINAL SECTION "A" AND ONE DUPLICATE COPY IS REQUESTED****

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

email: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed. All signatures must be original and not photocopies

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Section A

CONDITIONS AND INSTRUCTIONS

Rev: 04/29/2010

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
2. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
5. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
6. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request Administrative withdrawal procedures will be provided that shall be used for that purpose.
7. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (www.nngov.com/purchasing). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
8. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail.

Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.

9. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: www.nmgov.com/purchasing or www.demandstar.com.

10. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
11. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.
12. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
13. In case of error in the extension of prices, the unit price shall govern.
14. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
15. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
16. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

17. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
18. All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.
19. By signing this bid, the bidder assigns to the City any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
20. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
21. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
22. The contractor shall keep himself fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **The contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
23. All bidders or offeror's organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the

identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter 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, as amended, 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.

24. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

25. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
26. In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
27. Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals, except contract disputes, shall be made within ten days of either public notice of award, or the actual award, whichever is first.
28. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.**
29. The City has a directory of Newport News Minority and Women-owned businesses. The directory is distributed, at request, at no additional cost.
30. This public body does not discriminate against faith based organizations.
31. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:
 - (a) He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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.

- (b) The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

- 32. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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 prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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.

- 33. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- 34. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
- 35. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.

36. Scheduling and Delays – The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor’s direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of 6 months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor’s award amount.
37. Cancellation: The City may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City.
38. **Bid Bond:** A bidder’s bond or certified check in the amount of five percent (5%) of the amount bid shall accompany any bid in excess of \$100,000.00 for the bid to be acceptable.
39. **Performance and Labor and Material Payment Bond:** The Contractor shall have ten (10) days from the date of the City’s request to provide a performance bond and a labor and material payment bond, (Use only the forms provided by the City, unless otherwise approved by the City Attorney) in the amount of the contract price, as security for faithful performance of the work in strict conformity with the Contract Documents and for payment of all persons who perform labor and furnish materials in prosecution of the work. The surety on such bonds shall be duly authorized to do business in the Commonwealth of Virginia and be satisfactory to the City.
40. **Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative. Violation may result in a determination that your firm is ineligible for award.**
41. Questions or comments related to this solicitation should be directed to the Contract Officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.
42. Successful bidder shall furnish all required bonds, certificates of insurance and required endorsements on City approved forms included in this bid package. Any other forms are not acceptable and shall not be approved by the City Attorney’s office. Time is critical on this work and non-compliance will delay the work and may be cause to make award to the next qualified bidder.

43. **Engineering Standard Specifications:** This contract consists of plans, technical specifications and the Department of Engineering Standard Specifications. The Standard Specification are available for \$15.75, including tax, per copy non-refundable, from the Department of Engineering, City Hall Building, 8th floor, Newport News, Virginia 23607, telephone (757) 926-8611. In the Standard Specification any/all references to the Director of Engineering, which involves the initial Invitation For Bid and prior to an actual contract being awarded shall be defined and interpreted as the City's Purchasing Director or their designee.

44. **Liquidated Damages:** TIME IS OF THE ESSENCE ON THIS CONTRACT. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$500.00 per day**.

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that this amount per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

Permitting the Contractor to continue and finish the work or any part thereof after the contract time or adjusted contract time, as pertinent, has expired shall in no way operate as a waiver on the part of the City or any of its rights under the contract.

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

45. **Permits:** Contractor shall be responsible for obtaining all permits, as required by the City of Newport News, prior to start of construction. **The contractor shall obtain all permits of the Department of Engineering, i.e. Right-of-Way, and Land Disturbing, etc. The fees for Right-of-Way, and Land Disturbing permits are waived on this project. However, a separate Public Right-of-Way permit and performance bond of no less than \$5,000.00 is required for working in the City's Right-of-Way. Also, a minimum of \$2,000.00 bond for Soil Removal and Land Disturbing Activities is required. In addition, fees for Code Compliance required permits are still waived and shall not be required.** Prove of approved final inspection shall be required before final payment is made.

46. **Insurance:** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all

suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer, must be included with the Certificate of Insurance. **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached (**See Section B**).

Contractor shall have ten (10) days from the date of the city's request, to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

47. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends to be considered must be submitted with the bid as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted. Failure of the contractor to perform the contract by reason of this non-acceptance of additional conditions shall result in termination of the contract by the City for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.

SPECIAL NOTE:

When the contractor chooses to work on Sunday or any City Holiday, the contractor shall be required to pay the City for project inspection services for those days. The payment rate is established at \$75.00 per inspector, per hour, for each hour the inspector(s) provides the inspection service, which shall include travel time to and from the site. The contractor shall submit with each monthly invoice for the specific billing period a check payable to the City of Newport News in an amount equivalent to the hours of inspection service times the above rate. There shall be a minimum service time requirement of two (2) hours per inspector.

The Contractor shall request approval from the City of any scheduled work on Sundays or Holidays a minimum of 72 hours prior to the scheduled work date. Approval by the Director of the Department of Engineering or his representative is required. There is no obligation or requirement that the City provide this service, and the City cannot guarantee the availability of an inspector.

Note: This requirement may not apply to contracts where work hour restrictions established by the City will require Sunday or Holiday work)

Since it is the intent of the City to promote small businesses (SBE), minority businesses (MBE) and women-owned businesses (WBE), you are requested to report the total dollars which will be sub-contracted to each of the business classifications pertaining to this contract. If you should sub-contract with SBE's, MBE's and WBE's, list the dollar figures separately for each general classification.

This will enable the City to track the amount of business the City does with small, minority and women-owned businesses. Without your cooperation it would be very difficult to fully understand the City's performance in this important segment of the market. Indicate your figures below and return this form to the Purchasing Department with your initial bid package.

If you are not sub-contracting, even if you are a S/M/WBE, put zeros in the spaces below.

IFB #2010-6285-2011

Total SBE Dollars to be Sub-contracted \$ _____

Total MBE Dollars to be Sub-contracted \$ _____

Total WBE Dollars to be Sub-contracted \$ _____

EXCEPTION PAGE

EXCEPTIONS:

Bidder must sign the appropriate statement below, as applicable:

() Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: _____

Signature: _____

() Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

Payment terms shall be considered in determining the low bidder.

BID RESULTS

Bid results of the apparent three lowest qualified responsive and responsible bidders will be made available on recorded message the following two business days after the bid opening, by calling (757) 926-7261 or by visiting our web site:

<http://www.nngov.com/purchasing> or www.demandstar.com

For a complete written tally sheet, please send a stamped, self-addressed envelope to our office, indicating the bid number, date opened, and a note requesting a tally sheet. Include \$0.25 per page for handling. Vendor may contact Purchasing to determine the number of pages.

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____

REFERENCES FOR BIDDERS*

Please provide 3 references with contact person and phone number for construction projects occurring within the last 5 years (if applicable, please include 1 municipal government reference):

- 1. _____ tel. # _____
- 2. _____ tel. # _____
- 3. _____ tel. # _____

Please provide 3 construction projects that demonstrate your experience with street resurfacing within the past 5 years:

- 1. _____
- 2. _____
- 3. _____

Provide 3 construction projects within the past 5 years where the given time frame for the project was achieved:

- 1. _____
- 2. _____
- 3. _____

_____ YES _____ NO Possess foreman and/or crew that is familiar with the installation of asphalt. Approximate years of experience of each:

foreman: _____
crew: _____

_____ YES _____ NO Possess foreman and/or crew with experience in dealing with the public affected by construction projects

_____ YES _____ NO Company has performed construction projects for or within the limits of the City of Newport News.
Locations: _____

*** The City reserves the right to ask for additional information.**

INSTRUCTIONS OF BIDDERS/OFFERORS

BIDDER/OFFEROR'S RESPONSIBILITIES:

A. Affirmative Steps: Bidders/Offerors shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing data for receipt of initial offers, to encourage participation in projects by MBEs and WBEs. Such efforts include:

1. Establish and maintain a current solicitation list of minority and female recruitment sources, and assure MBEs and WBEs are solicited once they are identified.
2. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation, and establish delivery schedules to encourage MBE/WBE participation.
3. Assuring that MBEs, and WBEs are solicited whenever they are potential sources of Goods or services. This step may include:
 - a. Sending letters or making other personal contact with MBEs, WBEs, private Agencies and state associations (e.g., those who appear on lists prepared by EPA or the recipient and other MBE/WBE known to the Bidder/Offeror). MBEs/WBEs should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - (i) Specific description of the work to be contracted;
 - (ii) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - (iii) Date the quotation is due to the bidder/offeror;
 - (iv) Name, address, and phone number of the person in the Bidders/Offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
 - b. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprises of the Commonwealth of Virginia.

Affirm.A: Rev. 2/7/97

B. Bidders/Offerors are requested to demonstrate compliance with MBE/WBE requirements. Demonstration of compliance may include the following information; however, the

recipient may specify other methods of demonstrating compliance:

1. Names, addresses, phone number, scope of work, aggregate dollar amount of work for MBE/WBE firms expected to perform on this contract. If none, respond accordingly _____

2. Description of contacts to MBE/WBE firms, including number of contacts, work offered, dates of contact and result of contact. If none, so state. _____

3. Description of contacts of organizations, agencies and associations, which assist MBE/WBE firms, showing the names, person contacted, and date of contact. If none, so State. _____

4. Copies of advertisements for employment showing your firm as advertised to be an Equal Opportunity Employer. (This is a requirement for firms who have received prior governmental contracts valued at \$10,000 or more and have advertised subsequently to that date) _____

C. Successful Bidder/Offeror should take reasonable affirmative steps to subcontract with MBEs and WBEs whenever additional subcontracting opportunities arise during the performance of the contract.

NOTICE TO CONTRACTORS

Sealed proposal will be received by the Department of Purchasing of the City of Newport News, Virginia on the 4th Floor, City Hall Building, 2400 Washington Avenue, no later than **May 25, 2010 at 2:00 p.m. for 2010 Residential Street Resurfacing Program.**

Please be advised that all questions in reference to this project should be directed to the Department of Purchasing, Shari D. Colvin, CPPB, VCO, Deputy Director, telephone (757) 926-8031, fax (757) 926-8038, scolvin@nngov.com. **All bid questions must be received five working days prior to the bid due date.**

SCOPE OF WORK: Includes furnishing and placing approximately 30,000 tons of bituminous concrete and related items.

Each proposal greater than \$100,000 shall be accompanied by a bidder's bond or a certified check of five percent (5%) of the amount of the bid. Performance and Labor & Material Payment Bond amounting to one hundred percent (100%) of the contract price will be required of the successful bidder.

This contract consists of plans and technical specifications as amended by Special Conditions and Department of Engineering Standard Specifications. Plans and technical specifications for said contract may be obtained by bona fide contractors and suppliers from the Purchasing website, <http://www.nngov.com/purchasing/resources/currentsolicitations> or copies may be obtained at the Office of the Department of Engineering, 8th Floor, City Hall Building, Newport News, Virginia, telephone (757) 926-8611 for a non-refundable fee of **\$15.75** including tax per copy. If the contractor submitting a bid does not have a set of the current Department of Engineering Standard Specifications, a set shall be purchased prior to submitting a bid at a cost of **\$15.75, including tax per copy, non-refundable and shall be maintained on the job site at all times until the completion of the project.**

The attention of the bidder is invited to the provisions of Chapter 11 of Title 54.1 of the Code of Virginia regulating the practice of general contracting under which it will be necessary for the bidder to show evidence of certificate of registration as provided by said code.

The City of Newport News reserves the right to reject any or all bids.

Everett P. Skipper, P.E., B.C.E.E.
Director of Engineering
2400 Washington Avenue
Newport News, VA 23607

NOTICE OF ESCROW OPTION

IF THIS IS A BID FOR CONSTRUCTION AS DEFINED IN VIRGINIA CODE SECTION 11.56.1 IN THE AMOUNT OF \$200,000.00, OR MORE, I/WE ELECT TO UTILIZE THE ESCROW ACCOUNT PROCEDURE DESCRIBED IN THE PROVISIONS OF THIS PROPOSAL IF DETERMINED TO BE THE SUCCESSFUL LOW BIDDER(S) _____

(WRITE "YES" OR "NO")

INTEREST ON RETAINAGE

At the time the Contractor submits a bid proposal, 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 proposal documents. In the event the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in the Bid Proposal 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.

To The City Manager
City of Newport News
Newport News, Virginia

Dear Sir:

In submitting this bid, the undersigned declares that he is, or they are, the only person, or persons, interested in said bid, that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employ of the City, is directly or indirectly, interested in said bid, or in the supplies or work in which it relates, or on any portion of the profits thereof.

The undersigned also declares that he had, or they have, examined all the specifications, specifically including the Standard Specifications, August 1, 1983, as amended, form of contract, and that he has, or they have, personally inspected the actual location of the work together with the local sources of supply and understands that in signing this proposal, he, or they, waive all right to plead a misunderstanding regarding the same.

The undersigned further understands and agrees that he is, or they are, to furnish and provide for the respective item price bid, all necessary materials, machinery, implements, tools, labor, service, et cetera, and to do, and perform all the work necessary under the aforesaid conditions to complete the improvements aforementioned in accordance with the specifications for said improvements which specifications, it is agreed, are a part of this proposal, and to accept in full compensation therefore, the amount of the summation of the products of the actual quantities, as finally determined, multiplied by the unit price bid. For the purpose of award, however, the summation of the products of the approximate quantities herein stated, multiplied by the unit price, shall be considered the total bid.

The undersigned further agrees to accept the aforesaid unit prices in compensation for any additions or deductions caused by variations in quantities due to more accurate measurements.

BID
2010 Residential Street Resurfacing Program

The following streets are scheduled to be resurfaced. The City reserves the right to delete and/or add streets and/or parking lots at any time throughout the project with no adjustments in the unit prices bid. All quantities are approximate and were provided by Public Works. Exact quantities, depths and areas of work will be determined in the field by the Inspector. Construction operations shall not be performed Saturdays, Sundays and/or Holiday unless prior approval from the Engineer is obtained. Contractor shall pay for project inspection services, see Page C&I-9. Night work is prohibited. All concrete work shall be completed prior to paving.

Residential Street Paving (Streets Reconstructed by Public Works) – including but not limited to patch work, manhole and water valve adjustments, street sweeping and removal of excess stone, and miscellaneous items. All work under this section shall be completed by December 1, 2010. Chipley Drive/Alan Drive shall be completed after waterline has been replaced.

NOTE:

Paving schedule for these streets depends primarily on Public Works' reconstruction schedule. The Contractor shall be responsible for starting BM-25 work within 1 day from the date the street is made available by Public Works. The Inspector will notify the Contractor when the Street(s) is ready for paving and he will also keep Contractor informed of Public Works' progress on the street(s). The Contractor shall also be responsible for starting SM-9.5A within 10 calendar days from the date the street(s) is made available by Public Works.

2010 Residential Street Resurfacing Program

| Street Name | From | To | Street Area (SY) | SM-9.5 (Ton) 2" | BM-25 (Ton) 3" |
|--|----------------------|----------------------------------|------------------|-----------------|----------------|
| Monarch Dr. | Menchville Rd. | Woodburn La. | 4401.8 | 528.2 | 792.3 |
| Roanoke Ave. | 78 th St. | 81 st St (Hampton) | 3333.3 | 400.0 | 799.9 (4") |
| Yves Cir. | Lafayette Terr. | Cul-de-Sac | 1269.1 | 152.3 | 228.4 |
| Rochester Ct. N | 48 th St. | Dead End | 1784.7 | 214.2 | 321.2 |
| Rochester Ct. S | 48 th St. | Dead End | 1784.7 | 214.2 | 321.2 |
| Meeting Rd. | James Landing Rd. | James Landing Rd. | 4490.7 | 538.9 | 808.3 |
| Maple Ave. | Chesapeake Ave. | 25 th St. | 10686.7 | 1282.4 | 1923.6 |
| 19 th St. | Walnut Ave. | Pear Ave. | 9302.2 | 1116.3 | 1674.4 |
| 32 nd St. | Orcutt Ave. | Roanoke Ave. | 2100.0 | 252.0 | 378.0 |
| 33 rd St. | Orcutt Ave. | Roanoke Ave. | 2100.0 | 252.0 | 378.0 |
| Wilmont La. | Shannon Dr. | Cul-de-Sac | 2691.3 | 323.0 | 484.4 |
| Shannon Dr. | Moyer Rd. | Cascade Dr. | 3555.6 | 426.7 | 640.0 |
| Cornell Dr. | Cascade Dr. | Elder Rd. | 3946.7 | 473.6 | 710.4 |
| Lacon Dr. | Beechmont Dr. | Cornell Dr. | 4266.7 | 512.0 | 768.0 |
| D La. | Lacon Dr. | Cul-de-Sac | 2478.0 | 297.4 | 446.0 |
| Alan Dr. | Tillerson Dr. | Crutchfield Dr. | 3788.9 | 417.7 | 625.0 |
| Chipley Dr. | Motaka Dr. | Alan Dr. | 2659.0 | 292.0 | 439.0 |
| 11 th St. | Wickham Ave. | Marshall Pl. | 1290.0 | 154.8 | 232.2 |
| 14 th St. | Wickham Ave. | Marshall Pl. | 2070.0 | 248.4 | 372.6 |
| Marshall Pl. | 11 th St. | 14 th St. | 2445.0 | 293.4 | 440.1 |
| Dogwood Dr. | Country Club Rd. | Dead End | 4408.9 C&G | 529.1 | 793.6 |
| Mistletoe Dr. | Country Club Rd. | Dead End | 4408.9 C&G | 529.1 | 793.6 |
| 30 th St. | Orcutt Ave. | Roanoke Ave. | 2100.0 C&G | 252.0 | 378.0 |
| 31 st St. | Orcutt Ave. | Roanoke Ave. | 2100.0 C&G | 252.0 | 378.0 |
| Operations Dr. | Jefferson Ave. | Front Roadyard Gate | 7111.1 | 853.3 | 0 |
| Operations – Rear Parking Lot | | | 5857.4 | 702.9 | 0 |
| Operations – Front of Building Parking Lot | | | 1154.3 | 138.5 | 0 |
| Lions Bridge | South End | North End | 2933.3 | 352.0 | 0 |
| Museum Pkwy. | Museum Dr. | Riverside Dr. | 4000.0 | 480.0 | 0 |
| Roanoke Ave. | Briarfield Rd. | 41 st St. | 17692.9 | 2123.1 | 0 |
| Bellwood Rd. | Jefferson Ave. | Hampton City Line | 4000.0 | 480.0 | 0 |

2010 Residential Street Resurfacing Program

| ITEM | QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|------|--------|-------|---|------------|-------------|
| 1 | 15,000 | TN | SM-9.5A Bituminous Concrete | | |
| 2 | 50,000 | SY/IN | Variable Depth and Width Milling of Asphalt/Stone | | |
| 3 | 1,000 | TN | SM-9.5A Bituminous Concrete Parking Lot Area | | |
| 4 | 500 | TN | SM-1 Leveling/Scratching | | |
| 5 | 16,000 | TN | BM-25 Bituminous Concrete | | |
| 6 | 50 | CY | Crushed Stone Backfill | | |
| 7 | 500 | CY | Asphalt/Stone/Subgrade Removal | | |
| 8 | 1,500 | TN | BM-25 Backfill | | |
| 9 | 50 | TN | Crushed Stone Shoulder | | |
| 10 | 30 | EA | Adjust Manholes to Proper Grade/Lower or Raise Casting | | |
| 11 | 10 | EA | Newport News Standard Manhole Casting | | |
| 12 | 50 | EA | Adjust Water Valves to Proper Grade/Lower or Raise Casting | | |
| 13 | 50 | EA | Adjust Manholes/Install Rings | | |
| 14 | 2 | EA | Adjust Water Valves/Install Rings | | |
| 15 | 5,000 | FT | 4" Pavement Line Markings | | |
| 16 | 100 | FT | 6" Pavement Line Markings | | |
| 17 | 500 | LF | Curb and Gutter Replacement | | |
| 18 | 100 | FT | 24" Pavement Line Markings | | |
| 19 | 300 | FT | 4" Pavement Line Markings (Parking Lot Area) | | |
| 20 | 1 | EA | Single Arrow – Pavement Marking | | |
| 21 | 1 | EA | Double Arrow – Pavement Marking | | |
| 22 | 100 | EA | Raised Pavement Marker – Double Sided w/ Steel Casting | | |
| 23 | 2,000 | FT | #14 THNN Stranded Loop Detector Wire | | |
| 24 | 1,000 | FT | Saw Cut in Concrete or Asphalt (Signal Loops) | | |
| 25 | LS | LS | Traffic Control | | |
| 26 | LS | LS | Temporary Pavement Markings | | |
| 27 | LS | LS | Preparation of Traffic Control Plans | | |
| 28 | 10 | EA | Replace Asphalt Wedge in Driveway | | |
| 29 | 500 | SY | 4" Sidewalk Replacement | | |
| 30 | 10,000 | LF | Curb and Gutter Replacement/6" Stone Base (Machine Required for Installation) | | |
| 31 | 3,500 | CY | Regular Excavation (Chipley Drive/Alan Drive) | | |
| 32 | 6,700 | SY | 8" VDOT #21A Stone (Chipley Drive/Alan Drive) | | |
| 33 | 6,700 | SY | 4" Additional VDOT #21A Stone (Chipley Drive/Alan Drive) | | |
| 34 | 400 | CY | Additional Excavation and CBR20 Material Backfill (Chipley Drive/Alan Drive) | | |
| 35 | 7,000 | SY | AMCO 2016 Woven Geotextile Fabric (Chipley Drive/Alan Drive) | | |
| | | | | | |

2010 Residential Street Resurfacing Program

| | | | | | |
|----|-------|----|---|--|--|
| 36 | 4,100 | LF | Curb and Gutter Replacement/6" Stone Base (ChIPLEY Drive/Alan Drive). Curb and Gutter Machine Required for Installation | | |
| 37 | 650 | SY | 7" Concrete Driveway Replacement (ChIPLEY Drive/Alan Drive) | | |
| 38 | 2 | LS | Mobilization/Traffic Control for ChIPLEY Drive/Alan Drive Reconstruction | | |
| 39 | 7 | EA | Replace and Lower/Raise Existing Curb Drop Inlet Top (ChIPLEY Drive/Alan Drive) | | |

Total Bid: _____

LIMITS OF PAYMENT

General: All work in this contract including materials and labor shall be in conformance with Virginia Department of Transportation Road and Bridge Specifications, latest edition, and subsequent revision, current Newport News Standard Specifications as amended, and Newport News Waterworks Distribution Standards as amended, unless otherwise specified. The Contractor shall visit each street to assure that his bid accurately reflects all the work required to complete the job. All excess material shall be disposed of properly off-site. Any costs relating to disposal shall be included in the overall project costs. Contractor's truck traffic shall not be permitted to run on subgrade at any time. Subgrade damaged by poor construction operations shall be undercut and backfilled at the Contractor's expense. The Contractor shall also submit for approval a list of subcontractors and a construction schedule detailing sequence of work, start and completion dates, etc. for all items. **A final inspection of each street shall be conducted and a punch item list established and completed prior to payment being made for each street. All manhole and water valve castings adjusted by the Contractor shall be checked for proper grade and if found to be unacceptable by the Inspector, the Contractor shall re-adjust the castings at no additional cost to the City. Contractor is responsible for topsoil and seeding of all disturbed areas.**

Bituminous Concrete: Payment shall be made by the unit price bid per ton in place, unless otherwise specified. Two operating rollers are required on-site at all times. Price shall include asphalt wedging when required in gutters and driveway entrances, asphalt extensions to match grades of driveways where no curb and gutter exists, tack and/or prime coat, anti-stripping additive, preparation of receiving surface, gutter/street sweeping and vegetation removal prior to paving crew mobilizing on-site. **Contractor is responsible for all sweeping and removal of excess material from roadways, shoulders, gutter pans and yards.** Payment for SM-2A shall not be made until all miscellaneous items are completed on the street. The "ton" shall mean the short ton consisting of 2,000 pounds avoirdupois. Bituminous concrete shall be weighed on accurate scales by competent and qualified personnel. It is required that the weight of each truck load of asphalt shall be recorded by an automatic printer on an individual ticket, a copy of which is to accompany the truck to the job site and be submitted to the Inspector. Also included in this price is all asphalt ramping required at intersections, driveways, entrances, manholes, water valves, structures, all termination points, etc. to provide a smooth transition for each day's operations. All transverse joints created by discontinuing paving operations for any period of time will require a vertical face and a tacking material applied across the new asphalt in place before joining fresh asphalt. Where longitudinal joints are created by laying fresh asphalt parallel to new asphalt in place, the asphalt in place must be a minimum of 80 degrees F or the Contractor will be required to apply tacking material along the edge of the asphalt in place where the longitudinal joints will be formed to insure a permanent bond between the edges of the two applications. RAP material utilized on this contract shall be free of trash and rubber. The Contractor shall provide and include as part of his overall project costs, two 4" heavy duty diamond top core bits, Stock #069WB0400 from Marco Supply Company or from any other supplier (product must be submitted for approval). The bits shall be provided to the City four weeks after given notice-to-proceed. NOTE: Contractor shall provide removal of grass, soil, millings, and stone on existing asphalt and/or stone pavement to the satisfaction of the Inspector prior to paving crews mobilizing on-site. Also included in this unit price is the bituminous concrete connections to all driveways 3' to 5' and must be rolled as part of the street paving. The Contractor must also cut and remove grass, soil and stone materials from driveways prior to paving. All material left by the Contractor in gutters, shoulders, yards, driveways, etc. must be cleaned up by machine or by hand (using a shovel, broom, rake, etc.) immediately following paving. The cost shall be included in the bituminous concrete prices bid.

The Contractor shall provide a Supervisor, employed by his company, on-site at all times. The proper operating equipment and crews shall also be on-site. The asphalt plant shall be a continuously operating facility. If a continuously operating bituminous plant, proper operating equipment, sufficient supervision and/or sufficient crews are NOT provided; the Contractor shall be "shut-down". The Contractor is completely responsible for any costs associated with the shut-downs.

If the asphalt is of poor quality, rideability, esthetics, etc., as determined by the Director of Engineering, the asphalt shall be milled and repaved as directed at no cost to the City. This milling and repaving shall be in effect until the one-year warranty has expired.

Milling: Payment shall be made at the unit price per square yard inch as bid based on average depth of milling as determined in the field by the Inspector. Milling requirements will vary from street to street. Price shall include any saw cutting or hand labor required to complete milling operations, ramping to provide smooth transition for each day's operation at intersections, driveways, all termination points, manholes, etc., street sweeping/cleaning, removal and disposal of millings. Proper drainage shall be established and maintained throughout the project. The milling machine shall be self-propelled and have continuously variable depth control adjustments. The machine shall be of a type specifically designed for reduction in size of pavement material, in place. The cutting drums shall be enclosed and shall have a sprinkling system around the reduction chamber for pollution control. The equipment for removing the resultant milling shall be self-loading and built into the milling machine as one unit. The removal equipment shall be capable of accurately removing the surface millings. The milled surface shall be thoroughly swept clean. All loose or rough broken material shall be removed by hand or by jackhammer as part of the unit price bid. The Contractor is responsible for determining a "manageable section" to be milled/paved per night/day. NOTE: Milling requirements will vary but at least 7' wide milling adjacent to the gutter pan/shoulder with a 1" – 1 ½" depth at the gutter plan to 0" depth at the 7' point is required as a minimum. Additional milling shall be decided in the field by the Inspector based on field conditions (i.e., high crown, driveway considerations, etc.). Contractor and Inspector shall review each street prior to milling crew mobilizing on-site. If unusual conditions are encountered, the Inspector shall notify the Field Engineer and the Project Engineer and make them aware of the circumstances. The Contractor is required to pave all milled surfaces within five (5) days from the date the milling is completed on each street. The Contractor shall not be permitted to mill more than five (5) days ahead of the paving operation. If stone base is uncovered in a travel lane, the Contractor shall pave stone base area within two (2) days following the milling operation.

SM-1 Leveling: Payment shall be made by the unit price bid per ton for SM-1 bituminous concrete used only as directed by the Engineer on irregular roadway surfaces. Price bid shall include surface preparation, application and rolling prior to overlay.

BM-2 Backfill: BM-2 backfill shall be used where pavement was removed or excavated. This item shall be used only where directed by the Engineer. Asphalt backfill (including prime and/or tack) shall immediately follow the milling and/or asphalt/stone/subgrade removal. Payment shall be made by the unit price bid per ton in-place. Base asphalt will be end-dumped, pushed into place and compacted in layers to provide 95% compaction (trucks shall not be permitted on subgrade).

Crushed Stone Backfill: Payment shall be at the cubic yard price bid for VDOT crushed stone installed and compacted based on field measurements. Stone shall be end-dumped, pushed into place and compacted in layers to provide 95% compaction (trucks shall not be permitted on subgrade). This item shall be used where directed by the Engineer.

Asphalt/Stone/Subgrade Removal: Payment shall be at the unit price bid per cubic yard to remove asphalt, stone and subgrade to a depth specified in the field and to be used only where directed by the Engineer. Exact locations and dimensions to be determined in the field by the Engineer. Crushed stone/base asphalt backfill to immediately follow. Stone backfill shall be paid for under item Crushed Stone Backfill. Asphalt backfill shall be paid for under item BM-2 Backfill. Also included in this item shall be any saw cutting of asphalt as required.

Adjust Manholes to Proper Grade/Lower or Raise Casting: Payment shall be made by the unit price bid per each adjusted to proper grade. Price shall include jack hammering concrete and/or asphalt, excavation, backfill, asphalt backfill, placement of brick, mortar, and concrete, etc. to bring casting to proper grade. **All manhole and water valve castings adjusted by the Contractor shall be checked for proper grade and if found to be unacceptable by the Inspector, the Contractor shall re-adjust the castings at no additional cost to the City.**

Newport News Standard Manhole Casting: Payment shall be made by the unit price per each installed. Price shall include Newport News manhole cover, casting and cast iron dust cover. New casting shall be installed only when directed by the Inspector.

Adjust Water Valves to Proper Grade/Lower or Raise Casting: Payment shall be made by the unit price bid per each adjusted to proper grade according to the Newport News Waterworks Design Standards for the Distribution System. Unit price shall include jack hammering concrete and/or asphalt, excavation, backfill, installation of brick base, mortar, asphalt backfill, new stand pipe, installing new casting (which will be provided by Public Utilities), and related items to bring casting to proper grade. Old casting shall be reinstalled when directed by the Inspector. **All manhole and water valve castings adjusted by the Contractor shall be checked for proper grade and if found to be unacceptable by the Inspector, the Contractor shall re-adjust the castings at no additional cost to the City.**

Adjustment of Manholes by the Installation of the Adjustment Ring or Pivoted Turnbuckle Manhole Risers: Payment shall be made by the unit price per each adjusted to proper grade. Unit price shall include the solid adjustment ring secured in place with a bonding agent approved by the Inspector or unit price shall include the pivoted turnbuckle manhole risers (Model # 595223) secured in place and approved by the Inspector.

Adjustment of Water Valves by the Installation of the Adjustment Ring: This item shall be used only when directed by the Inspector. Payment shall be made by the unit price per each adjusted to proper grade. Unit price shall include the solid adjustment ring secured in place with a bonding agent approved by the Inspector.

Pavement Markings: The Contractor shall be responsible for furnishing all labor and materials required to install pavement markings according to the Manual on Uniform Traffic Control Devices and the City of Newport News, Department of Engineering, Pavement Markings – Materials and Applications, October 4, 1995, immediately following final asphalt layer. Payment shall be made at the unit price per linear foot or per each based on field measurements. Temporary pavement markings shall be provided immediately following milling and paving operations for safety and traffic control. Temporary pavement markings are paid at the lump sum price bid to include all temporary markings required for the entire project. All raised pavement markers shall be steel casting and snow plowable. Parking T's and L's shall be paid for under item "4 inch Pavement Line Markings".

Traffic Control: The Contractor shall be responsible for furnishing all labor, materials, equipment, signing, flagging operations, truck mounted crash cushions and traffic control devices required to complete the project. Traffic control plans (for each street) shall be submitted and approved prior to beginning construction operations. Payment shall be made at the lump sum price bid to include all traffic control to complete the entire project.

Saw Cut (Signal Loops): Payment shall be made at the unit price per linear foot based on field measurements. All 6'x6' traffic signal loop detector installations shall be standard TD-1B. All other loop detectors shall be standard TD-1A, with the size as specified on the plan. All signal loop installations shall be saw cut in base pavement, concrete and/or asphalt prior to final surface course being applied. Plans will be provided by the Transportation Division at the preconstruction meeting.

Detector Wire (Conductor Cable): Payment shall be made at the unit price per linear foot installed based on field measurements. All 6'x6' traffic signal loop detector installations shall be standard TD-1B. All other loop detectors shall be standard TD-1A, with the size as specified on the plans provided by the Transportation Division at the preconstruction meeting.

Preparation of Traffic Control Plans: Traffic control plans for each street shall be prepared by the Contractor and shall be submitted directly to Jackie Kassel for her approval prior to commencing any construction operations.

Replace Asphalt Wedge in Driveway: Payment shall be made at the unit price bid per each asphalt wedge removed completely from a driveway and replaced with a similar asphalt wedge as directed in the field by the Inspector. New 4" Schedule 80 P.V.C. pipe shall be required where applicable.

Concrete Curb and Gutter Replacement /Curb and Gutter Replacement with Curb Machine: Payment for concrete curb and gutter replacement or curb and gutter replacement with curb machine shall be at the unit price per linear foot replaced as measured in the field. The unit price shall include all necessary material, labor, and equipment to replace the existing curb and gutter as marked and indicated by the Inspector in the field. The unit price shall also include replacement of full depth asphalt in front of gutter pan/curb, tree/root grinding or removal, removal of 6" existing base and installation of 6" crusher run base beneath the curb and gutter (which shall extend 1' beyond the back of curb), backfill behind the curb with topsoil, grade and seed the disturbed area, and all saw cutting as required in the field by the Inspector. New curb or curb and gutter shall match existing dimensions. All material left by the Contractor in gutters, shoulders, yards, driveways, etc. must be cleaned up by machine or by hand using shovels, brooms, racks, etc. immediately following all concrete work. NOTE: The Inspector shall mark curb and gutter replacement as necessary due to field conditions. Proper drainage shall be maintained. Driveways or portions of driveways shall be replaced only if absolutely required due to field conditions.

Concrete Sidewalk Replacement: Payment for concrete sidewalk replacement shall be at the unit price per square yard replaced as measured in the field. The unit price shall include necessary material, labor and equipment to remove the existing sidewalk, excavate, fill to bring sidewalk to proper grade, compaction, grading, and installing new concrete sidewalk at 4" in areas marked and indicated by the Inspector in the field. The unit price shall also include all saw cutting as required by the Inspector.

Crushed Stone Shoulder: Payment shall be at the unit price bid per ton of crushed stone installed based on field measurements. The unit price shall include excavation, shaping, grading, compaction, and etc. in order to provide variable width and depth shoulder where required by the Inspector. Inspector may adjust depth and width of shoulder as required based on specific field conditions.

Regular Excavation: Payment for regular excavation shall be at the cubic yard price as bid. Regular excavation shall consist of the removal and proper disposal of material, regular cut, regular fill. Regular excavation is defined as including all incidental work required to shape, grade, and construct the roadway and adjacent areas in accordance with City Standard cross-sections and City stake-out or as directed in the field by the Engineer or the Inspector. This item also includes cutting, filling, and shaping existing ditches/swales and grading all areas (including areas beyond the right-of-way line) in order to provide positive drainage as required in the field by the Engineer or the Inspector. All construction traffic shall not be permitted on subgrade, stone/sand shall be end dumped, pushed into place and compacted. As directed by the Inspector, subgrade damaged by poor construction operations shall be undercut and backfilled at the Contractor's expense. All existing manhole castings, water valve castings, HRSD castings, and all other castings/enclosures shall be adjusted to proper grade to match final roadway grades just prior to surface mix placement. Excavation shall also include all compaction required to construct roadways and shoulders and removal and disposal of existing concrete/asphalt/stone pavement, subgrade, and all miscellaneous concrete (including saw cutting required by the Inspector), rubble, debris, and tree roots. Payment shall also include preparation of the subgrade for pavement section and disposal off-site of all excess or unsuitable material.

8" VDOT #21A Stone and 4" Additional VDOT #21A Stone: Payment shall be at the square yard price bid for 8" or 4" 21A or 21B stone furnished, installed, graded, compacted and based on field measurements conducted by the Inspector. Field conditions shall determine the use of a portion or all of the 4" additional stone base.

Additional Excavation and CBR-20 Material Backfill: Payment shall be made by the cubic yard price as directed by the Inspector, field measured in place. The price shall include excavation, furnishing, placing, and compaction of material. Field conditions shall determine the area of placement.

AMCO 2016 Woven Geotextile Fabric: Payment shall be made by the square yard price bid installed. The price shall include all materials and labor for placement of the fabric in accordance with the manufacturer specifications or as directed in the field by the Inspector. Field conditions shall determine the use of a portion or all of the fabric.

7" Concrete Driveway Replacement: Payment shall be made by the square yard price as bid for the 7" thick concrete driveway replacement field measured in place. New driveways shall be placed to provide a smooth transition to existing driveways (straight edge saw cutting required at existing concrete driveway connection which shall be included in the unit price bid). The price shall include all materials, labor, equipment, saw cutting, excavation, concrete removal, and disposal of excess material and concrete placement, fine grading, compaction of subgrade materials, 4" topsoil and seeding of disturbed areas. Any manholes, valves and meter enclosures that need to be adjusted shall be included in the unit price.

Replace and Lower/Raise Existing Curb Drop Inlet Top: Payment shall be made at the unit price bid to remove existing top, lower and place new curb drop inlet top at proposed grades as shown on plans. Price includes modifications to existing structure and all related items to lower the existing curb drop inlet to grade.

2010 Residential Street Resurfacing Program

On acceptance of this proposal for said work, the undersigned does, or do hereby bind himself, or themselves, to enter into a written contract within ten (10) days of award, with the said Authority, and to perform said work for the consideration above named.

The bidder agrees to complete the entire work by December 1, 2010.

State Contractor Registration Number: _____

Business Name: _____

Address: _____

(Street; P.O. Box not acceptable)

(City, State and Zip Code)

By: _____ Date: _____

By: _____ Date: _____

ADDENDA
No.

ACKNOWLEDGED
Initial

IF CONTRACTOR DESIRES TO MAKE ANY ALTERNATIVE PROPOSAL ON DIFFERENT TYPE OF CONSTRUCTION THAN ONE CALLED FOR, IT SHALL BE ENCLOSED ON A SEPARATE SHEET.

Bid Bond # _____

BID BOND

KNOW ALL MEN BY THOSE PRESENT: That we, the undersigned:

_____ as Principal, and _____

as Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia, in the just and full sum of five percent (5%) of the maximum amount of accompanying bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

WHEREAS, the Principal has submitted a bid, dated _____, 20____, **2010 Residential Street Resurfacing Program, IFB#2010-6285-2011.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their corporation names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized this _____ day of _____.

CONTRACTOR

BY _____
SEAL

ATTEST:

SURETY

BY _____
SEAL

ATTEST:

Resident Virginia Agent of Surety

Submit with Power of Attorney

Section B

INSURANCE ENDORSEMENTS

Insurance: The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

| <u>TYPE INSURANCE COVERAGE</u> | <u>LIMITS</u> |
|---|---|
| 1. Worker's Compensation Employer's Liability | Statutory \$100,000.00 |
| 2. Comprehensive General Liability with XCU & Contractual included | \$1,000,000.00 each \$1,000,000.00 each Occurrence |
| 3. Property Damage Liability | \$100,000.00 each Occurrence |

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

City of Newport News

Purchasing Department

2400 Washington Ave

Newport News, VA 23607

**(If no entry appears above, information required to complete this endorsement
will be shown in the Declarations as applicable to this endorsement).**

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93

Endorsement

Alternate Employer

WC 00 03 01

Policy Amendment

If the following information is not complete, refer to the appropriate information page attached to the policy.

| | | |
|----------------|-------------------|-----------------|
| INSURED | POLICY NO. | SEQ. NO. |
|----------------|-------------------|-----------------|

| | |
|-----------------|-----------------------|
| PRODUCER | EFFECTIVE DATE |
|-----------------|-----------------------|

SCHEDULE

| | | |
|--------------------|---------|---|
| Alternate Employer | Address | State of Special or Temporary Employment |
|--------------------|---------|---|

**City of Newport News
c/o Purchasing Department
2400 Washington Avenue
Newport News, Virginia**

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**WORKER'S COMPENSATION
CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance Yes

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for workers' compensation Yes

Title of Construction Contract: **2010 Residential Street Resurfacing Program**

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

CONTRACT

THIS AGREEMENT, made this ____ day of _____, 20____, between the City of Newport News, Virginia, hereinafter referred to and designated as "City" and/or _____, his, its or their successors, executors, administrators and assigns, hereinafter referred to and designated as "Contractor."

WHEREAS, the City of Newport News, Virginia, has accepted the sealed proposal of the said contractor to furnish all the labor and equipment and to do and perform all the work necessary to complete the **2010 Residential Street Resurfacing Program, IFB#2010-6285-201**, in the City of Newport News, Virginia, as shown on the plans and specifications hereto attached for the unit prices set forth in the said proposal.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the payments to be made by the City of Newport News, Virginia, as hereinafter set out, the Contractor covenants and agrees with said City of Newport News, Virginia to furnish all labor, tools and equipment and to do and perform in a good and workmanlike manner all and singular all the work in and about the **2010 Residential Street Resurfacing Program, IFB#2010-6285-2011**, in the City of Newport News, Virginia, in strict accordance with all documents identified below which are incorporated and made a part hereof as fully and completely as if the same were herein, in words and figures, at length set forth:

2010 Residential Street Resurfacing Program

| | |
|---|-----------|
| Invitation for Bid..... | 1 Page |
| Table of Contents..... | 1 Page |
| Conditions and Instructions | 12 Pages |
| Reference for Bidders | 1 Pages |
| Instructions to Bidders/Offerors | 2 Pages |
| Notice to Contractors | 2 Page |
| Escrow Option | 1 Page |
| Interest on Retainage..... | 1 Page |
| Bid..... | 11 Pages |
| Bid Bond | 2 Pages |
| Insurance Endorsements | 4 Pages |
| Contract..... | 5 Pages |
| Performance Bond | 3 Pages |
| Labor and Material Payment Bond | 4 Pages |
| Escrow Agreement..... | 5 Pages |
| Special Traffic Conditions | 2 Pages |
| Special Construction Conditions..... | 2 Pages |
| Plan Sheets | 2 Pages |
| Standard Specifications, August 1, 1983, as amended | 260 Pages |

The Contractor agrees to commence work under this contract immediately upon the written order of the owner and to diligently prosecute the same and to complete the entire work by December 1, 2010.

CONTRACT

2010 Residential Street Resurfacing Program

| ITEM | QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|------|--------|-------|---|------------|-------------|
| 1 | 15,000 | TN | SM-9.5A Bituminous Concrete | | |
| 2 | 50,000 | SY/IN | Variable Depth and Width Milling of Asphalt/Stone | | |
| 3 | 1,000 | TN | SM-9.5A Bituminous Concrete Parking Lot Area | | |
| 4 | 500 | TN | SM-1 Leveling/Scratching | | |
| 5 | 16,000 | TN | BM-25 Bituminous Concrete | | |
| 6 | 50 | CY | Crushed Stone Backfill | | |
| 7 | 500 | CY | Asphalt/Stone/Subgrade Removal | | |
| 8 | 1,500 | TN | BM-25 Backfill | | |
| 9 | 50 | TN | Crushed Stone Shoulder | | |
| 10 | 30 | EA | Adjust Manholes to Proper Grade/Lower or Raise Casting | | |
| 11 | 10 | EA | Newport News Standard Manhole Casting | | |
| 12 | 50 | EA | Adjust Water Valves to Proper Grade/Lower or Raise Casting | | |
| 13 | 50 | EA | Adjust Manholes/Install Rings | | |
| 14 | 2 | EA | Adjust Water Valves/Install Rings | | |
| 15 | 5,000 | FT | 4" Pavement Line Markings | | |
| 16 | 100 | FT | 6" Pavement Line Markings | | |
| 17 | 500 | LF | Curb and Gutter Replacement | | |
| 18 | 100 | FT | 24" Pavement Line Markings | | |
| 19 | 300 | FT | 4" Pavement Line Markings (Parking Lot Area) | | |
| 20 | 1 | EA | Single Arrow – Pavement Marking | | |
| 21 | 1 | EA | Double Arrow – Pavement Marking | | |
| 22 | 100 | EA | Raised Pavement Marker – Double Sided w/ Steel Casting | | |
| 23 | 2,000 | FT | #14 THNN Stranded Loop Detector Wire | | |
| 24 | 1,000 | FT | Saw Cut in Concrete or Asphalt (Signal Loops) | | |
| 25 | LS | LS | Traffic Control | | |
| 26 | LS | LS | Temporary Pavement Markings | | |
| 27 | LS | LS | Preparation of Traffic Control Plans | | |
| 28 | 10 | EA | Replace Asphalt Wedge in Driveway | | |
| 29 | 500 | SY | 4" Sidewalk Replacement | | |
| 30 | 10,000 | LF | Curb and Gutter Replacement/6" Stone Base (Machine Required for Installation) | | |
| 31 | 3,500 | CY | Regular Excavation (Chipley Drive/Alan Drive) | | |
| 32 | 6,700 | SY | 8" VDOT #21A Stone (Chipley Drive/Alan Drive) | | |
| 33 | 6,700 | SY | 4" Additional VDOT #21A Stone (Chipley Drive/Alan Drive) | | |

2010 Residential Street Resurfacing Program

| | | | | | |
|----|-------|----|--|--|--|
| 34 | 400 | CY | Additional Excavation and CBR20 Material Backfill (Chiplely Drive/Alan Drive) | | |
| 35 | 7,000 | SY | AMCO 2016 Woven Geotextile Fabric (Chiplely Drive/Alan Drive) | | |
| | | | | | |
| 36 | 4,100 | LF | Curb and Gutter Replacement/6" Stone Base (Chiplely Drive/Alan Drive). Curb and Gutter Machine Required for Installation | | |
| 37 | 650 | SY | 7" Concrete Driveway Replacement (Chiplely Drive/Alan Drive) | | |
| 38 | 2 | LS | Mobilization/Traffic Control for Chiplely Drive/Alan Drive Reconstruction | | |
| 39 | 7 | EA | Replace and Lower/Raise Existing Curb Drop Inlet Top (Chiplely Drive/Alan Drive) | | |

Total Bid: _____

BY

TITLE _____

Seal Here:

ATTEST: _____

TITLE: _____

(Officer or Corporation)

CITY OF NEWPORT NEWS, VIRGINIA

BY _____

Seal Here:

ATTEST: _____

Performance Bond # _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned _____
_____, as Principal, and
_____, as Surety,
acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia as Obligee, in the
amount of _____
_____dollars, (_____) for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

WHEREAS, the said _____
did, on the _____ day of _____, 20____, enter into a contract with the City
of Newport News, Virginia for the **2010 Residential Street Resurfacing Program, IFB#2010-
6285-2011**, which said contract is by reference made a part hereof, is hereinafter referred to as the
Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all
respects promptly and faithfully comply with and fulfill all the terms and conditions of said
contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, alteration or addition to the terms of the Contract or
extension of time made by the Owner.

Whenever principal shall be, and declared by Obligee to be in default under the Contract, the Surety
may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible bidder, or,
if the Obligee elects, upon determination by the Obligee and Surety jointly of the
lowest responsible bidder, arrange for a contract between such bidder and Obligee,
and make available as work progresses (even though there should be a default or a
succession of defaults under the contract or contracts of completion arranged under
this paragraph) sufficient funds to pay the cost of completion less the balance of the
contract price; but not exceeding, including other costs and damages for which the

Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following the date of final acceptance of the completed project by the Owner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this ____ day of _____, 20____.

PRINCIPAL

BY _____

ATTEST:

SURETY

BY _____

ATTORNEY-IN-FACT

COUNTERSIGNED:

Resident Virginia Agent of
(if original Agent is non-resident)

Surety

Submit with Power of Attorney

APPROVED AS
TO FORM

City Attorney

Labor & Material Bond # _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____, as Principal, and
_____, as Surety,

acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia as Obligee in the amount of _____ Dollars (_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said _____ did, on the ____ day of _____, 20____, enter into a contract with the City of Newport News, Virginia, for the **2010 Residential Street Resurfacing Program, IFB#2010-6285-2011**, which said contract is by reference made a part hereof, as fully and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to also include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before

the expiration of a period ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
 - A. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice of the following: The Principal, the City, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal, City and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - B. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction

hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

2010 Residential Street Resurfacing Program

SIGNED AND SEALED this _____ day of _____, 20_____.

Contractor

BY _____

ATTEST:

Surety

BY _____

ATTORNEY-IN-FACT

Resident Virginia Agent of Surety
(if original agent is non-resident)

Submit with Power of Attorney

APPROVED AS
TO FORM

City Attorney

**CITY OF NEWPORT NEWS
CONSTRUCTION CONTRACT
ESCROW AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by,
between and among the City of Newport News (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: **2010 Residential Street Resurfacing Program, IFB#2010-6285-2011** ("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, Director of Engineering, or Director of Public Utilities, 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, Director of Engineering, or Director of Public Utilities, 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 NEWPORT NEWS

BY _____
CITY MANAGER

ATTEST:

CITY CLERK

CONTRACTOR

BY _____
OFFICER, PARTNER OR OWNER

BANK

BY _____
PRESIDENT/VICE-PRESIDENT

SURETY

BY _____
ATTORNEY-IN-FACT

Section C

SPECIAL TRAFFIC CONDITIONS

The following traffic control requirements shall apply:

1. Section 1004.13 "Traffic Control" of our current Standard Specifications (latest edition) shall be applicable on this project. In addition, fluorescent prismatic lens sheeting signs (diamond grade) shall be used in work zones and other work zone improvements. The use of orange encapsulated lens sheeting for construction warning signs is no longer allowed.
2. The Virginia Work Area Protection Manual (latest edition) as well as the Manual on Uniform Traffic Control Devices, latest edition, shall be used on this project.
3. If assistance from Traffic Operations for such items as "No Parking" signs, traffic signal information, or detector locations, etc. become necessary, the Contractor shall give at least forty-eight hours (weekdays) notice in advance. Contact Jerry Pickett or Roger Hunt at 269-2452, weekdays, 7:00 A.M. to 4:00 P.M. for these services.
4. The Contractor shall control the stockpiling of materials and/or spoils so as not to prohibit access to residences or businesses. Lighted, reflectorized plastic drums shall also be provided around any and all materials and/or hazardous locations within the project limits and within the City's right-of-way.
5. Haul routes for spoil removal and/or needed materials (fill, asphalt, rip-rap, etc.) shall be requested in writing (including map) and shall be approved by the Engineer.
6. Local access to homes shall be maintained at all times.
7. The Contractor shall submit a traffic control plan to the Traffic Engineering Division for approval before work shall commence on the project. The City will reserve the right to require modifications to the traffic control plan/or traffic control material placement in the field as conditions change.
8. For streets where two-way traffic is reduced to a single travel lane, a flagging operation shall be required. Certified flaggers shall be properly attired as per the Virginia Work Area Protection Manual, and shall use "Stop/Slow" paddles to control traffic. Flags may be used as a supplemental hand-signaling device only.
9. Work Hour Restrictions: Care should be taken to minimize traffic disruption. A tentative schedule of lane closures and work hours shall be included with the traffic control plan as required in Note 7. Deviation from standard work hours and additional lane closures shall be approved by the Department of Engineering prior to commencement. Notification to the Engineering Department – Traffic Division for any road closures must be done 24 hours prior to closure. "STOP"

sign control (multi-way) shall be implemented during “downtime” to maintain orderly traffic flows.

10. Open manholes/valve boxes shall not be left unattended or remain open when work zone traffic control plan set-up is not in place. Work zones shall be clearly delineated and specific hazard areas are to be encircled with reflectorized plastic drums in lieu of Type I or Type II barricades which are not approved for use in the street.
11. Where construction vehicle access routes intersect paved or public roads, provisions shall be made to minimize the transport of sediment by vehicular tracking onto the paved surface. Where sediment is transported into a paved or public road surface, the road surface shall be cleaned thoroughly at the end of each day or as often as directed by the Engineer.

12. Permits:

Contractor shall be responsible for furnishing all necessary permits as required by the City Newport News prior to start of construction. Proof of approved final inspections shall be required before final payment is made. The Contractor is required to obtain and pay for all necessary permits along with required bonds and insurance. A minimum \$5,000.00 bond for Right-of-Way permits and a minimum \$2,000.00 for land disturbing permits (based on area disturbed). These bonds are in addition to any bid bond and performance bond required as part of the bid. Contractor shall also be responsible to obtain and pay for any required permits for disposal or from other Federal and State agencies. Right-of-way permit, land disturbing permit, etc. and associated bonds shall also be included in this bid price.

SPECIAL CONSTRUCTION CONDITIONS

1. All concrete sidewalks, handicap ramps, medians, curb and gutters, etc. work shall be completed prior to final asphalt paving work.
2. Exact locations where milling/paving will begin and end will be determined in the field by the Engineer.
3. Where adjustment rings are installed for the purpose of raising manholes and water valves, the Contractor will be required to bond the extension casting to the frame with an epoxy type material designed for such a purpose. The material used shall be approved by the Engineer.
4. The Contractor shall be required to adjust all manholes, water valves, etc. to proper grade prior to paving.
5. All transverse joints created by discontinuing paving operations for any period of time will require a vertical face and a tacking material applied across the new asphalt in place before joining fresh asphalt.
6. Where longitudinal joints are created by laying fresh asphalt parallel to new asphalt in place, the asphalt in place must be a minimum of 80 F or the Contractor will be required to apply tacking material along the edge of the asphalt in place where the longitudinal joints will be formed to insure a permanent bond between the edges of the two applications.
7. Quantities on the proposal sheet are estimates. Actual quantities could be more or less than 25%. Contractor shall not be allowed to renegotiate unit prices if actual quantities are different than quantities shown on the proposal sheet.
8. Recycled asphalt as per VDOT Specifications is acceptable.
9. The Contractor shall be required to use an anti-stripping agent in all asphalt mixes provided by this contract, in accordance with the latest VDOT Specifications.
10. Asphalt Wedging: Asphalt wedging at gutters and driveway entrances shall be done at no additional cost to the City. For private and commercial entrances, the asphalt shall be sloped to allow for easy ingress/egress to existing properties, and to establish or maintain proper drainage.
11. Final Acceptance: Contractor shall be responsible for the maintenance of the roadway and protection of the traveling public from possible hazards such as uneven or unmarked pavements and pavement drop-offs both during and following milling/paving operations until final acceptance of the roadway by the City.
12. The Contractor shall, by letter initially and then verbally, keep the residents and businesses advised of the routing of traffic, closures of traffic ways, driveways or other inconveniences that would alter their access to their property during construction.
13. Pavement and Concrete Removal and Disposal of Debris: All rubble from pavement and concrete removal is to be disposed of off-site at the Contractor's expense. All debris from entire construction operations is to be removed and disposed of off-site at approved locations at no additional cost to the City. Under no conditions shall said rubble be used as backfill in any of the construction operations.
14. Private and Public Utilities: At points where the Contractor's are adjacent to any public or private utility to which damage might result in considerable expense, loss or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been completed.
The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and adjustment operations in order that these operations

may progress in a reasonable manner and that duplication of adjustment work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

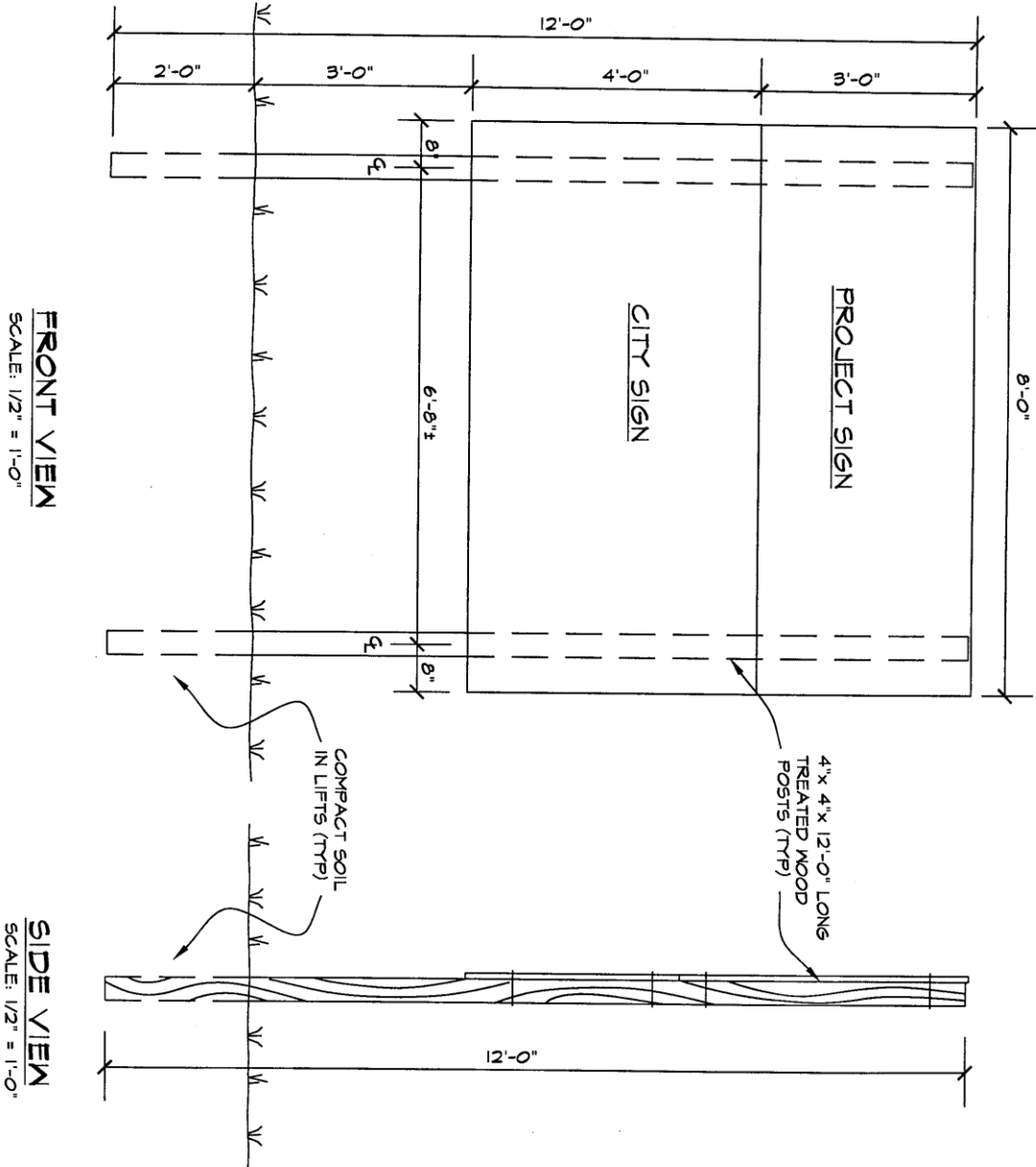
In the event of interruption to any utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in the restoration of service. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority. The Contractor shall be responsible for any damage to utilities due to neglect or due to his methods of performing the work and shall be responsible for cost of restoring utility to satisfactory service.

15. Grading and Seeding Disturbed Turf Areas: All disturbed areas within the limits of construction shall be restored in accordance with Standard Specifications. Hydroseeding will be permitted subject to approval of the Engineer.
16. Curb and Gutter: Grade and elevation of replacement shall be field determined subject to approval by the Engineer. Proper drainage shall be maintained in all cases.
17. Surplus Excavated Material: All surplus material from site shall be disposed of off-site at the Contractor's expense, except where the material is acceptable for fill in other areas on-site.
18. Asphalt shall be a continuous operation minimizing the amount of cold joints. The milling and paving operations shall consist of several passes to allow traffic to run on even surfaces with no drop-offs at the end of the day. The length and depth of milling and paving shall be approved by the Inspector on a daily basis. If the Contractor fails to inform the Inspector of his intentions for the day, the City shall not pay for the length and depth milled and paved that day. Contractor is responsible for grades and shall cross-section and profile street during paving operations, establish proper drainage and provide cross slope of approximately 1/4" to 1' (unless super-elevated). Contractor shall set grades of manholes, water valves and other utility enclosures. Temporary pavement markings to immediately follow milling and all asphalt lifts for safety and traffic control. Permanent pavement markings shall follow within two days of the surface mix placement.

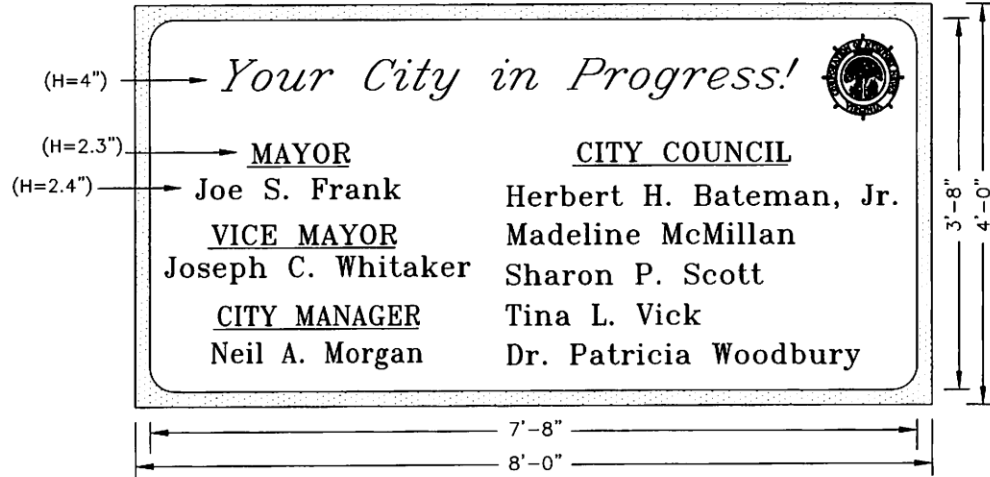
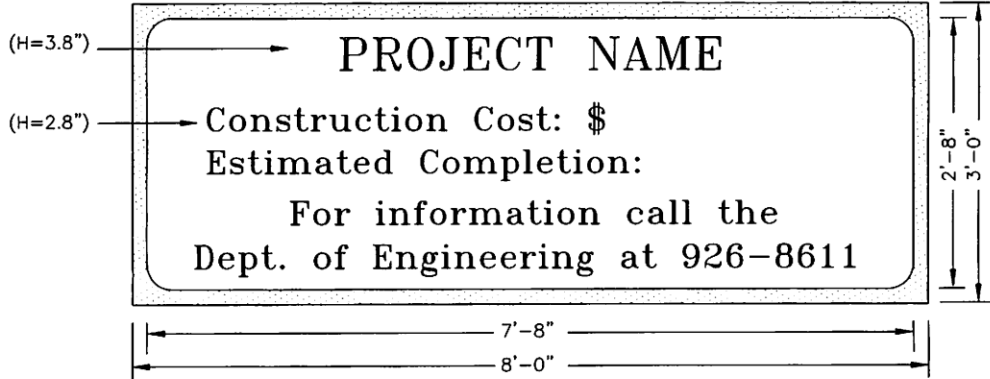
The Contractor shall provide a Supervisor, employed by his company, on-site at all times. The proper operating equipment and crews shall also be on-site.

If proper operating equipment, sufficient supervision and/or sufficient crews are **NOT** present; the Contractor shall be "shut-down". The Contractor is completely responsible for any costs associated with the shut-downs.

If the asphalt is of poor quality, rideability, esthetics, etc., as determined by the Director of Engineering, the asphalt shall be milled and repaved as directed at no cost to the City. This milling and repaving shall be in effect until the one-year warranty has expired.



CONSTRUCTION SIGN



NOTES:

1. 8'x4' OF 5/8" PLYWOOD, MOUNT ON 4"x4"x12' TREATED POSTS
2. FURNISHED BY CONTRACTOR
3. PAINTED LETTERING AS DIRECTED
4. HEIGHT OF LETTERING AS SHOWN

COLORS:

BORDER AND LETTERING...SHERWIN WILLIAMS
 SW1182 MALACHITE GREEN
 BACKGROUND.....SHERWIN WILLIAMS
 SW1697 PINA COLADA

* CONSTRUCTION SIGN REQUIRED ON ALL PROJECTS UNLESS OTHERWISE NOTED.