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## Invitation for Bid

IFB #2009-2756-0805

November 19, 2008

City of Newport News Office of the Purchasing Director

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8039/ Fax: (757) 926-8038

[www.nngov.com/purchasing](http://www.nngov.com/purchasing)

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### Doris Miller Recreation Center Boiler Replacement

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Agent, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, until the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

**Scope of Work:** Provide Boiler Replacement at the Doris Miller Recreation Center as described herein.

**The Pre-Bid Meeting/Site Visit** will be held at Doris Miller Recreation Center, located at 2814 Wickham Avenue, Newport News, Virginia 23607. The meeting will be held at **9:00 a.m. on December 2, 2008**. Attendance of this meeting is mandatory. **(Bids will not be accepted from any firm that does not attend the Mandatory Pre-Bid Meeting/Site Visit)**

**Bid Due: December 9, 2008 @ 4:00 PM**

Contract Officer: \_\_\_\_\_  
Jerry Stokes, CPPB, Buyer II, e-mail: [jstokes@nngov.com](mailto:jstokes@nngov.com)

**AN ORIGINAL AND ONE COPY OF YOUR SUBMITTAL 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 quote, and is authorized to contract on behalf of firm named below.

**This Public Entity does not discriminate against faith-based organizations.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Fed. Tax ID (or Social Security #): \_\_\_\_\_ 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: 09/09/08

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. 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.
2. 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.
3. 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.
4. Receipt of your bid by the City is not to be construed as an award or an order to ship.
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](http://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.nngov.com/purchasing](http://www.nngov.com/purchasing) or [www.demandstar.com](http://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. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidder not desiring to sell to other jurisdictions under this clause shall so indicate in their response.
12. 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.
13. 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.
14. In case of error in the extension of prices, the unit price shall govern.
15. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
16. 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.
17. 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.

18. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.**

**Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.**

25. **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. \_\_\_\_\_."

26. **Payment Terms:**

- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.

- d) The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
  - e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)
27. 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.
28. 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.
29. 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.
30. **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.**
31. The City has a directory of Newport News Minority and Women-owned businesses. The directory is distributed, at request, at no additional cost.
32. This public body does not discriminate against faith based organizations.
33. 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.

- 34. 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.

- 35. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- 36. 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.
- 37. 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.

38. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or 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. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
39. 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.
40. 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.

**SMALL, MINORITY, WOMEN-OWNED  
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

**Complete the following information and return the form with your package.**

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

                                          

**SBE**                                      **MBE**                                      **WBE**

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

Total **MBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

Total **WBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

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## EXCEPTION PAGE

### EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Providers 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.

### **Bid Results**

For a complete written tally sheet, please send a stamped, self-addressed envelope to our office, indicating the quote number, date opened, and a note requesting a tally sheet. Include \$ .25 per page for handling. Provider may contact Purchasing to determine the number of pages.

## NOTICE TO CONTRACTORS

Bids 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 **December 9, 2008 at 4:00 PM for the Doris Miller Recreation Center Boiler Replacement.**

Please be advised that all technical or procedural questions in reference to this project should be directed to Jerry Stokes, Buyer of the Department of Purchasing via fax (757) 926-8038, and/or e-mail: [jstokes@nngov.com](mailto:jstokes@nngov.com)

### **Scope of Work – Doris Miller Recreation Center Boiler Replacement per scope of work.**

Each bid 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 quote. Performance and Labor & Material Payment Bond amounting to one hundred percent (100%) of the contract price may be required of the successful contractor.

This contract consists of plans, technical specifications and Department of Engineering Standard Specifications. **Plans and technical specifications for said contract may be obtained by bona fide contractors and suppliers 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 quote does not have a set of the current Department of Engineering Standard Specifications, a set SHALL BE PURCHASED prior to submitting a quote at a cost of \$15.75, including tax per copy, non-refundable and shall be maintained on the job site at all times until completion of the project.**

The attention of the provider is invited to the provision 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 provider 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

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 quote 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, 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 bid, 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 bid, and to accept in full compensation therefore, the Lump Sum price for each location.

**BID**

Furnish all labor, materials, equipment, and supervision necessary for the complete the **Boiler Replacement at Doris Miller Recreation Center as detailed in the specifications for:**

\$ \_\_\_\_\_ (Lump Sum Price)

Additional Pricing:

At times construction projects lend themselves to uncertainties and discoveries not within the scope of work. The City reserves the right to require the successful contractor to provide a performance bond and labor and material bond before award of this project. The pricing will not determine the lowest responsive, responsible provider:

Price to furnish performance bond and labor and material bond: \_\_\_\_\_

**NOTE:**

1. The Contractor shall be responsible for the adequacy of equipment submitted for use on the project.
3. Award of the contract shall be in accordance with Section 2-563 of the City Procurement Code and shall be based on the lump sum price as shown on Page B-2.
4. "Time is of the essence", therefore, the replacement of boiler shall be completed per scope of work after notice to proceed or liquidated damages of \$300.00 per day, including any part of a day, shall apply. "Notice to Proceed" shall not be given until all insurances and bonds have been reviewed and accepted by the City Attorney.
5. All work shall comply with the current City of Newport News Standards & Specifications.

## ANTI-COLLUSION CERTIFICATION

The service provider 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 provider 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 service provider also understands that failure to sign this statement will make the quote non-responsive and unqualified for award.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

## **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. Original signatures (not photocopies) are required and binder numbers will not be accepted.

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.

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><b>TYPE INSURANCE COVERAGE</b></u>	<u><b>LIMITS</b></u>
1. Workman'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 Organization:

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

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>
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<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>
-----------------	-----------------------

**SCHEDULE**

Alternate Employer

Address

State of Special  
or Temporary Employment

**City of Newport News, Purchasing Dept.  
c/o Purchasing Department  
2400 Washington Avenue,  
Newport News, VA**

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:

**Doris Miller Recreation Center Boiler Replacement**

Contract Number: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

**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 **Doris Miller Recreation Center Boiler Replacement**, 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 the Obligee.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_

ATTORNEY-IN-FACT

COUNTERSIGNED:

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

Approved  
As To Form

\_\_\_\_\_  
City Attorney

Submit with Power of Attorney

# 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 Oblige 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 **Doris Miller Recreation Center Boiler Replacement**, 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.

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)

Approved  
As to Form

---

City Attorney

Submit with Power of Attorney

## **SECTION C**

## INVITATION FOR BID

### ***Doris Miller Recreation Center Boiler Replacement***

**Mandatory Pre-Bid Site Visit:** Will be at 9:00 a.m., December 2, 2008 at the Doris Miller Recreation Center located at 2814 Wickham Avenue Newport News, VA 23607. (Bids will not be accepted from any firm that does not attend the Mandatory Pre-Bid Site Visit)

#### **Background:**

The Doris Miller Recreation Center is located in the southeast community of Newport News and dates to the mid-1940's. This invitation for bid is to replace the existing sectional boiler in the basement of the recreation center.

#### **Scope of Work:**

The Department of Public Works, Building Services is seeking a qualified contractor to replace the existing gas-fired boiler system in the basement of the Doris Miller Recreation Center. The existing sectional boiler is to be replaced with a new one of similar style, type and size. During the mandatory site visit, it is the responsibility of the Contractor to confirm all existing connections (gas, electrical, water, and vent piping and stack flues) to ensure proper connections to the new boiler. The Contractor shall use as much of the existing system components as possible. Any question or exception on existing piping/valves, electrical, or vent piping and stack flues shall be addressed in writing to the contracting officer.

The selected contractor shall be responsible for all demolition of the existing boiler system. Contractor is responsible for removing and disposing of existing boiler and materials in accordance with local and state regulations. All waste removed from the project must be disposed of at the Bethel Landfill, 100 North Park Lane, Hampton, VA in accordance with the City's disposal agreement with Bethel Landfill. All disposal charges incurred will be the responsibility of the contractor.

The contractor shall provide and install new boiler complete with all required gas piping, all new gas regulars, high/low pressure switches, shut off valve and new low water flow shut off switch. Provide and install new replacement pump B & G Model 1531 pump complete with all isolation valves.

The contractor shall furnish and install all required, vent piping and stack flues to make the installation complete in accordance with local codes and manufacturer's recommendations.

The contractor shall provide all related electrical power circuits with required emergency cut-off devices connected to the existing electrical panel located in the basement.

The contractor shall have five (**5**) **working days** after Notice to Proceed is issued to complete all work for Substantial Completion and fifteen (15) working days thereafter for Final Completion. All work to be performed during normal working hours, 8:00am to 5:00pm.

The contractor shall be responsible for notifying the Owner of scheduled boiler start-up.

The contractor shall furnish all necessary management, supervision, labor, materials, equipment, incidental tools, insurance and vehicles required to remove and install the units as described in the scope of work. All materials shall be new and not reconditioned. All materials and workmanship shall have a minimum 1-year warranty from date of Final Acceptance.

**Mandatory Site Visit:**

All bidders are required to attend the scheduled site visit & inspection. All questions and/or requests for clarifications shall be submitted in writing to the designated purchasing agent no less than five (5) calendar days prior to the posted bid date. Any substitutions shall be submitted with supporting documentation and approved by the City.

**Delivery and Handling**

- Boiler shall be delivered to the job site and it is the responsibility of the Contractor to provide security for materials and equipment left outside the building.
- Comply with the manufacturer's instructions for rigging and handling equipment.

**Quality Assurance:**

1. Contractor shall have a minimum of five (5) years of documented experience in the installation of this type of equipment. Provide with the bid a list of similar completed projects performed in the last two (2) years.
2. Electrical components, devices and accessories shall be listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

**Permits, Taxes, Fees:**

The contractor shall obtain all required mechanical and electrical permits as required by Newport News Codes Compliance. Permit fees are waived

**Existing Boiler:**

1. Disconnect all electrical supply from the boiler to the nearest junction box.
2. Disconnect all water piping from the boiler enough to remove boiler and install new boiler but not to exceed more than five (5) feet from boiler connection.
3. Disconnect Gas line from boiler to the nearest union, shut off valve or enough to remove boiler and install new boiler.
4. Disconnect vent piping and stack flues only enough to remove boiler and install new boiler.
5. Disassemble, remove and legally dispose of existing boiler, circulation pump, and flue stack not being used

**Electrical Power:**

1. Field power interface shall be to fused disconnect switch or circuit breaker.
2. Provide branch power circuit to each motor and to controls.
3. Provide each motor with overcurrent protection.

**Boiler Installation: as per manufacturer's requirements.**

1. Before boiler installation, examine mechanical space for suitable locations for piping and electrical connections to verify sizes and other conditions affecting boiler performance, maintenance, and operations. Proceed with installation only after any unsatisfactory conditions have been corrected.
2. Install gas-fired boiler in accordance with NFPA 54.

3. Assemble and install boiler trim.
4. Install electrical devices furnished with boiler but not specified to be factory mounted.
5. Install control wiring to field-mounted electrical devices.
6. Install piping adjacent to boilers to allow for service access and maintenance.
7. Connect gas piping to boiler gas train inlets with unions. Piping shall be at least full size of gas train connection. Replace all regulators and pressure switches in gas train. Provide reducers if required.
8. Connect hot water piping to supply and return boiler tappings with shutoff valves and unions or flange at each connection.
9. Install piping from safety relief valves to nearest floor drain.
10. Install piping from equipment drain connection to nearest floor drain. Piping shall be at least full size of connection. Provide an isolation valve if required.
11. Install venting kits and combustion air intakes.
12. Ground all equipment.

**Field Quality Control:**

Perform tests and inspections and prepare test reports.

1. Hydrostatically test system and equipment as installed. Repair leaks and retest until no leaks exist. Contractor to be responsible for all associated cost for re-testing.
2. Start-up and Operational Test.
3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
4. Check and adjust initial operating set points and high and low limit safety set points of fuel supply, water level, and water temperature.
5. Set field adjustable switches and circuit breaker trip ranges as indicated. Remove and replace any malfunctioning units.

**Submittals:**

Start up service reports.

State inspection shall be coordinated with start up.

**Warranty:**

The contractor shall provide the Manufacturer's Warranty for the particular product and specifically endorsed by the manufacturer to the Owner, City of Newport News. Date of manufacturer's warranty shall begin at the date of Final Acceptance. In addition, the contractor shall provide a written warranty for the completed work whereby all defective materials and workmanship shall be repaired or replaced at no additional cost to the City for one year from date of Final Acceptance. All repairs or replacement of equipment/components other than those provided by the original equipment manufacture (OEM) shall be approved by the city prior to commencement of repairs.

**Maintenance:**

Maintenance of the boiler shall be the responsibility of the Contractor and performed in accordance with the manufacturer's instructions during the warranty period.

**Start-up & Commissioning:**

The contractor shall coordinate with the Operations Superintendent to conduct start-up of the new unit. The Operations Superintendent, or designated person, shall witness and verify the proper operation of the new sectional boiler. Contractor shall provide a startup sheet, model number and serial number of unit.