



INVITATION FOR BIDS

Road Pavement Repairs

2009-5651-1524

May 12, 2009

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/ Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through 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: To provide all labor and material(s) to patch utility pavement cuts made by the City and remove and replace concrete pavements that have been cut or disturbed by the City. This contract shall include asphalt and concrete repairs, as specified by the City, within the jurisdictions of Newport News, Hampton, York County, James City County, and Poquoson.

Bid Due: June 9, 2009 @ 2:30 p.m.

Contract Officer:

Marie-Therese (Mimi) M. Gartner, CPPB, Buyer, (757) 926-8040, email: mgartner@nngov.com

ONE ORIGINAL AND TWO COPIES OF YOUR SUBMITTAL ARE 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.: _____

E-mail: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

CONDITIONS AND INSTRUCTIONS

Rev: 06/17/08

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 acceptable.
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). 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 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. 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 bid 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. Performance and Labor and Material Payment Bond:** If required, 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 City forms found on the purchasing website [<http://www.nngov.com/purchasing/resources/purchasingforms>]) 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 satisfactory to the City.
- 30. Permits:** Contractor shall be responsible for furnishing all necessary permits as required by the City of 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 (Right-of-Way, disposal, land disturbing, etc.). The project signs, right-of-way permit, land disturbing permit, etc. shall also be included in this bid price. The fees for these permits are no longer waived on City projects.**
- 31. 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. Forms (Insurance Endorsements) are available to download from the Purchasing website (<http://www.nngov.com/purchasing/resources/purchasingforms>). **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 included at the above website link.

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.

- 32. 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.
- 33. 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.**
- 34.** The City has a directory of Newport News Minority and Women-owned businesses. The directory is distributed, at request, at no additional cost.
- 35.** This public body does not discriminate against faith based organizations.
- 36. 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.
37. 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.
38. 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.
39. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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:

COOPERATIVE BIDDING

The City of Newport News issues this Invitation for Bids (IFB) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Bidders are advised that all resultant contracts will be extended, with the authorization of the bidder, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the lowest responsive and responsible bidder during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful bidder obligated to contract with other SVGPC members; however, if such a contract is entered, the successful bidder will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
 City of Hampton
 City of Newport News
 City of Norfolk
 City of Portsmouth
 City of Virginia Beach
 City of Williamsburg
 County of Gloucester
 County of James City
 County of King William
 County of York

Newport News Public Schools
 Williamsburg/James City County Public Schools
 York County Public Schools
 Christopher Newport University
 College of William & Mary
 Norfolk State University
 Tidewater Community College
 Jamestown/Yorktown Foundation
 Southeastern Public Service Authority

GENERAL

The City of Newport News is interested in receiving bids to provide all labor and material(s) to patch utility pavement cuts made by the City and to remove and replace concrete pavements that have been cut or disturbed by the City. This contract shall include asphalt and concrete repairs, as specified by the City, within the jurisdictions of Newport News, Hampton, York County, James City County, and Poquoson.

This Invitation for Bids (IFB) shall be the basis for establishing a blanket purchase order contract to provide *road pavement repairs* as needed, by the City's Public Utilities (Waterworks) Department during the period and renewal options specified.

CONTRACT PERIOD

The contract period shall be from July 1, 2009 through June 30, 2010, with options to renew, at the City's sole discretion, for four (4) additional years in one (1) year increments. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

NOTE: The City operates on a fiscal year from July 1 through June 30. Purchase orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and subsequent renewal periods.

DEFINITIONS

- "City" as used herein shall mean the Incorporated City of Newport News, Virginia acting through its authorized representatives.
- "Director of Purchasing" shall mean the duly appointed Director of Purchasing of the City or his agent.
- "Engineer" shall mean the Distribution Manager, Department of Public Utilities or the duly authorized agent of the Director of Public Utilities, Public Works, Engineering, Newport News Public Schools, or the designated authority as determined by each jurisdiction mentioned in the Scope of Work.
- "Contractor" shall mean the Contractor of this contract, or his or their duly authorized agent.
- "Addendum" shall mean a modification of the contract documents issued in writing by the City prior to the opening of the bids.
- "Change Order" shall mean a modification of the contract documents issued in writing by the City after award of the contract.
- The term "ASTM" shall mean the American Society for Testing Materials.
- The term "AIS" shall mean the Asphalt Institute Specifications.
- The term "ASA" shall mean the American Standards Association.
- The term "AASHO" shall mean the American Association of State Highway Officials.
- The term "Right-of-Way Authority" shall mean the person responsible for the public right-of-way being repaired. This would include the proper authority in Newport News, Hampton, York County, James City County, and Poquoson.
- The term "V.D.O.T." shall mean the Virginia Department of Highways and Transportation.
- The term "VTM" followed by a number identifies a specific Virginia test method. Copies of the Department's test methods may be obtained from the Materials Division, Virginia Department of Highways, 1221 East Board Street, Richmond, VA 23210.

SPECIFICATIONS AND DISTRIBUTION STANDARDS

These specifications and the “Newport News Waterworks Distribution Standards for Material & Construction” (Distribution Standards) are intended to supplement each other. In the event of a conflict in the Distribution Standards and the specifications, the specifications shall be considered as prevailing. Should the Contractor find that anything is omitted from the specifications and Distribution Standards which is necessary for clear understanding of the work, or that there is an error in either the Distribution Standards or specifications, the Contractor shall promptly notify the Engineer. From time to time during the progress of work, the City will furnish supplementary working drawings as are necessary to show changes or define the work in more detail and these also shall be considered as a part of the contract.

Each prospective bidder is strongly encouraged to acquire a set of the Distribution Standards from Newport News Waterworks before bidding on this project. The successful bidder shall be required to obtain a copy of the Distribution Standards before beginning any work. Copies of the Distribution Standards are available for the current fee by contacting M. Daniel Kuhns, Jr. at (757) 234-4839.

PRE-CONSTRUCTION MEETING

The City shall conduct a pre-construction meeting with the successful contractor to review the bid specifications, liquidated damages, job scheduling and notification, and permit availability requirements.

DIRECTOR OF PUBLIC UTILITIES DECISION

The Director of Public Utilities or his designated Engineer shall decide all questions which may arise as to the fulfillment of the terms of the contract by the Contractor, and as to the intent and purpose of the contract, plans and specifications. The determination of the Director of Public Utilities or his designated Engineer in all such matter shall be final and binding upon the parties unless appealed as a contractual claim to the Director of Purchasing.

AUTHORITY OF THE ENGINEER

It is understood and agreed by the between the parties hereto that the work included in the contract is to be done in accordance with the plans and specifications and to the satisfaction of the Engineer. The Engineer shall determine the unit quantities and the classification of all work done and materials furnished under the provisions of the contract. The Engineer may appoint assistants and inspectors to inspect materials furnished and the work included under the provisions of the contract. Nothing contained in the contract shall be construed as requiring the Engineer to direct the method or manner of performing the work.

OBLIGATION OF THE CONTRACTOR

The Contractor shall, at his own cost and expense, provide any and all labor and material(s) necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and make good all damage to the same occurring before the completion of this contract. The

Contractor shall employ competent people and shall provide an experienced superintendent who shall be present at all times that work is in progress.

Any person employed by the Contractor whom the Engineer deems incompetent or unfit to perform the work shall at once be removed from the job. The type and quality of any implement used on any part of the work shall be such that no damage to the work or to any public highway shall result from its use.

The Contractor shall, at his own expense, wherever necessary or required, maintain fences, provide watchman, maintain lights, barricades, signs and traffic warnings, and take such other precautions as may be necessary to protect life, property and structures and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen.

Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

The Contractor shall provide all signs, signals, lighting devices, markings, barricades, channelizing devices, hand signal devices and flagmen and shall be in conformance with the 1988 (or subsequent revision) of the Manual on Uniform Traffic Control Devices, as amended, or as approved by the Right-of-Way Authority. The Contractor shall maintain the traffic control devices at all times in accordance with the approved signing plan, when applicable, and/or the Manual on Uniform Traffic Control Devices. Reflective material used on signs and barricades must be of encapsulated or fluorescent prismatic lens type sheeting and shall be in conformance with the 1994 (or subsequent revision) edition of Virginia Department of Transportation Road and Bridge Specifications.

The Contractor shall provide access at all times to private property. In addition he shall protect all adjoining property and repair or replace any such property damaged or destroyed by him or his employees.

He will also be required to put in perfect condition for use the entire work site, to remove from the site and adjoining property, all rubbish, waste materials, debris, and surplus materials resulting from the work, which may have accumulated during its prosecution, and to clean up the entire site of work upon completion.

The Contractor shall keep the portions of the street being used by the public free from irregularities and obstructions of any manner which might present a hazard or annoyance of traffic and in such condition that traffic will be adequately accommodated.

The Contractor shall maintain the work from the beginning of the construction operations until final acceptance of the project. The maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the roadway and structures are kept in satisfactory condition at all times including barricades and warning signs.

The Contractor shall be responsible for disposal of waste materials and debris resulting from the contract or work.

The Contractor shall keep gutters, sewers, drains and ditches open at all times for surface drainage. No damming or ponding of water in gutters or other waterways will be permitted unless specifically authorized by the Right-of-Way Authority.

The contractor shall identify a contact person (name, title, and phone and fax number) at their firm that shall serve as their liaison with the City.

The Contractor may be required by the jurisdiction in which the work is being completed to fax at the start of the workday, a schedule of jobs to be performed that day. Emergency jobs that were not posted on the early morning schedule may be required to be documented and faxed as a supplemental notice prior to the start of work.

Contractor shall immediately report to the City any unsatisfactory condition or damage to City facilities observed by him.

SCOPE OF WORK

Patching Procedure:

For the purpose of this contract, the streets shall be divided into two categories, Primary Streets and Secondary Streets. This contract will also include all other standards as applied to all other jurisdictions serviced by the Department of Public Utilities. All primary and secondary pavement openings shall be filled by the City forces with right-of-way authority approved material, be compacted by hand tamp or machine in six (6") inch lifts to within fifteen (15") inches of existing finished grade and achieve 95% compaction at optimum moisture unless otherwise specified. The top fifteen (15") inches shall be filled by the City with right-of-way authority approved and compacted crusher run. Prior to the installation of any pavement material, by the Contractor, the sub-base, backfill materials, and compaction must be satisfactory to the applicable public right-of-way authority. All pavement cuts shall be squared perpendicular to traffic flow unless otherwise specified, and edges cut away to a vertical face on sound material. After excavation of temporary patch installed by City forces and a properly applied prime and/or tack coat, where applicable, Primary Streets shall be patched with a nine (9) inch section, consisting of a seven (7) inch section of Type B-3 bituminous concrete compacted in two lifts and finished with a two (2) inch surface layer of S-5 and refilled with approved acceptable material. Bid Item #1 shall apply for payment and the following specifications shall apply unless otherwise directed by the Engineer.

The trench shall be excavated to a suitable material base and backfilled with a select material with a minimum CBR of twenty (20), or Right-of-Way approved equal, layers of not more than six (6) inches. Each layer shall be compacted with metal tampers having face of not more than 25 square inches or machine compacted. The backfill material shall be at optimum moisture content and shall be compacted within a tolerance of plus or minus 20 percent as compared to the theoretical maximum density determined in accordance with V.D.O.T. Test Method I. Final repair shall depend upon whether the street is considered primary, secondary, concrete or surface treatment. Payment for pavement patching shall be made under other appropriate items bid.

a. Primary Street

Sub-grade	CBR-20 Select Material	
Sub-base	6 inches Crusher Run	
Base	7 inches B-3, or I-2 Type Bituminous	Concrete

Surface	2 inches Type S-5 Bituminous
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b. Secondary Street

Sub-base	CBR-20 Select Material
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Base	9 inches Crusher Run
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Surface	6 inches Type S-5 Bituminous Concrete
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Secondary Street shall be patched with a minimum of six (6) inch section of Type S-5 bituminous concrete applied to two lifts, with the following two exceptions:

1. Concrete roadways are to be replaced with concrete of equal or greater test (min 3,000 P.S.I.) and equal thickness to match existing.
2. Surface treatment will be patched as described below.

c. Concrete Street

Sub-base	CBR-20 Select Material
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Base	7 inches 3,000 P.S.I. Concrete
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Surface	S-5 Bituminous Concrete as Required
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d. Surface Treatment

Any surface treatment is to be completed as specified by the prevailing standards of the jurisdiction in which the work is to be performed.

e. Exceptions

The Right-of-Way Authority may direct an exception where in his opinion the exception would be the most beneficial to public safety. In the event hot-mix asphalt paving material is not available, the Contractor, when directed by the Right-of-Way Authority, must temporary patch (cold Mix) the pavement cut until a permanent repair can be made. At no time shall a temporary cold-mix patch be allowed to become part of the permanent repair. All cold-mix must be removed prior to permanent repair.

All right-of-ways will be patched as specified above, except in Hampton and Newport News patching shall be as per patching details shown on standard drawings W-01A and W-01B respectfully, in the Newport News Waterworks Distribution Standards latest edition (or subsequent revisions).

In all cases patching shall be in accordance with current local jurisdictional requirements.

Response Time:

All work performed under this contract shall be categorized as either emergency repair or standard repair. All emergency work will be so identified to the contractor in writing by the using department at the time of notification.

- A. Emergency Repair: The Contractor agrees to commence all work identified as an emergency repair immediately upon receiving written notice from the City. Emergency repair work must be completed within *twenty-four (24) hours* of notification of the work requirement, barring complications from adverse weather conditions. All weather or other related work delays must be documented by the Contractor and acknowledged and approved in writing by the City during the inclement weather (delay) period.
- B. Standard Repair (all other work): The Contractor shall complete work within *seven (7) City workdays* following the date of notification of the work requirement.
- C. Delays: The Contractor expressly covenants and agrees that in undertaking to complete the work sufficiently to permit operation and to complete the work within the times stated in the contract, he has taken into consideration and made allowance for all of the ordinary delays and hindrances inherent to such work, whether growing out of delays in securing materials or workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omission therein ordered in writing by the City, or by any act of nature, riot, insurrection or war, or by the abandonment of the work by the workmen engaged therein through no fault of the Contractor, or by the discharge of any or all material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other Contractor of the City, the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, be allowed such additional time for the completion of the work as the City shall award in writing. Documentation of the acknowledged delay conditions as described by these specifications must be made available to the City whenever a job is not completed within the prescribed time period.
- D. Liquidated Damages: For each calendar day that any part of the work remains incomplete after the expiration of the time stipulated herein for completion of the work, or after expiration of the time allowed for completion plus extensions granted as provided for above, the Contractor agrees that he shall pay to the City liquidated damages in the amount of **two hundred dollars (\$200.00)** per calendar day per opening.

Return to Site:

IF THE WATERWORKS OR THE USING DEPARTMENT HAS TO RETURN TO THE SITE TO RESTORE OR HANDLE SAFETY CONCERNS, THE CONTRACTOR SHALL BE CHARGED A TIME AND MATERIALS FEE TO COVER THE COST OF SUCH WORK. In the case of cuts on a primary street, some repair, although temporary, must be made upon request. Failure to respond, especially on emergency repairs to a primary street, shall be interpreted as poor performance and notice thereof shall be sent to the contractors' bonding company.

Settlement/Concrete Pavement Overlay:

Concrete pavement overlays will not be allowed as a part of this contract. Should a previously repaired patch settle due to improper compaction, the Contractor will be required to remove the patch and replace according to the applicable procedure in the 'Patching Procedure' section of this document.

Concrete Work:

Periodically concrete work shall be required in the form of the replacement of pavements, valley gutters, curb and gutters, driveways, sidewalks or as otherwise directed by the Engineer. When excavation of a sidewalk, curb and gutter, and so forth as listed above, has disturbed only a portion of the square or rectangular pattern, the entire square or rectangle shall be repaired unless otherwise directed by the Right-of-Way Authority.

All repairs shall be made to conform to the existing structure and shall comply with the procedure outlined in the 'Patching Procedure' section of this document.

Defect Period:

The contractor hereby guarantees all work furnished under this contract against defects in workmanship or materials for a period of one (1) year following the date of the final acceptance of the work by the City. Under this guarantee the Contractor agrees to make good without delay, at his own expense, any failure of any of the work due to faulty materials, construction, installation, or to the failure of any equipment to satisfactorily perform all of the work put upon it, within the limits of the specifications, and further shall make good any damages to any part of the work caused by such failure.

The said Contractor further agrees that he will furnish prior to payment of the final estimate, a certificate from his surety stating that the performance bond and insurance covers the above one-year guarantee. The Contractor shall make such repairs on the work as may be required by the Contractor's guarantees.

Permits:

For Public Utilities (Waterworks) projects, Waterworks will obtain all right-of-way and permits required by local, state or other governmental authorities having jurisdiction unless, in special cases, additional responsibility is assigned to the Contractor by the City through written instructions. Contractor shall obtain required permits for projects that are not for Waterworks.

Permits must be available for inspection by the City at the job site on all non-emergency jobs. If the permit has not been received by the contractor, documentation must be made available upon request to show that the permit has already been requested from the applicable jurisdiction.

Payments:

The City of Newport News, Virginia, in consideration of the faithful compliance by the Contractor of all terms and conditions of this contract and the accompanying documents and the completion of the work described therein to the satisfaction of the City of Newport News, agrees to pay to the Contractor the unit prices as set forth in the aforesaid bid for work completed. Payments will be made on thirty (30) day intervals for invoices presented to the City and verified by the Engineer, for work performed during the proceeding period. The Contractor shall assure that the City authorization number for each job appears on all invoices and paperwork relating to that job.

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, item price labor, service, etc., 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 as agreed, are a part of this bid; and to accept in full compensation therefore, the amount of the summation of the products of 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 gross sum bid.

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

No payment will be made to the Contractor until work is completed and is verified by the City.

Additional Excavation:

The City may require the Contractor to perform additional excavation and repair beyond the pre-determined patch area if it is determined to be in the best interest of public safety. The Engineer may exercise the right to require the Contractor to suitably cut and excavate as necessary for specified pavement repairs.

Inspections:

The Engineer shall be responsible to observe and inspect, for the City's interest, the materials furnished and the work done as the work progresses in order to ensure full and complete compliance with the contract. It is agreed that the City may also, and at its own expense, appoint and employ such other persons as may be necessary for those purposes. The Engineer and all other such persons referred to shall have unrestricted access to all parts of the work to be done under this contract and shall be given by the Contractor all facilities and assistance required to carry out their work of observation and inspection.

It is not the function of the Engineer to supervise or direct the manner in which the work is to be done under this contract or carried on or conducted, unless a matter of life and safety is involved. The Contractor agrees that any method or procedure, which in the opinion of the Engineer does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.

No work shall be done except with the approval of the Engineer. All materials rejected shall be removed immediately from the work and not again offered for inspection.

Any materials or workmanship found at any time to be defective or not of the quality or character required by the plans and specifications shall be remedied at once regardless of previous inspection.

Quantities and Unit Prices:

The City reserves the right to increase or decrease the amount of any class or portion of the work. No such change in the work shall be considered as a waiver of any condition of the contract nor shall such change invalidate any of the provisions thereof.

The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the contract. The City does not by implication agree that the actual amount of work will correspond precisely to the amount as shown or estimated.

The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted. Payment will be made at unit prices under the contract only for the work actually performed or materials furnished and accepted.

Bidders shall include in their bid prices the entire cost of each item of the work set forth in the bid, and it is understood and agreed that there is included in each lump sum of unit price the entire cost of materials and labor incidental or necessary for completion of that portion of the work covered, unless such incidental work is expressly included in other lump sum or unit price bids in the bid.

Subcontracting:

No part of the work embraced in this contract shall be subcontracted or in any way removed from the control of the Contractor except with the written consent of the City.

Completion of Work by City:

If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work subcontracted by him, otherwise than as herein specified, or if at any time the Engineer shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the City, the City may notify the Contractor to discontinue all work, or any part thereof under this contract, by a written notice to be served upon the Contractor, as herein provided; and the Contractor shall, within five (5) days of the service of said notice, discontinue the work, or such part thereof, and the City shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and as many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such parts thereof; to take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work and to procure other materials and equipment for the completion of the same, and to charge the expense of said labor and materials to the Contractor.

The expense so charged shall be deducted and paid by the City out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the City, and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, the City shall pay such difference to the Contractor.

Claims for Labor and Material:

The Contractor shall indemnify and save harmless the City from all claims for labor done and for materials furnished under this contract, or any alterations or modifications thereof and shall furnish the City with satisfactory evidence, when called for by it, that all persons who have done work, or furnished materials under this contract, for which the City may become liable under the law of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the City to meet the claims of the persons aforesaid shall be retained, in addition to any other monies that are to be retained, as herein specified, from the money due the Contractor under this contract, until liabilities aforesaid shall be fully discharged or satisfactorily secured.

Modifications and Extra Work:

The Contractor in entering into this contract understands that the City reserves the right to modify the arrangement, character or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Minor changes in the work not involving extra cost and consistent with the purpose of the work may be made by verbal order, but no modifications involving substantial extra work or changes shall be made unless ordered by a written Change Order by the City. The Contractor shall and will accept such modifications when ordered in writing by the City, and the same shall not violate or void this contract. Any such modifications so made shall not, however, sublet the Contractor

to increased expense without equitable compensation. If such modifications result in a decrease in the cost of work involved, and equitable deduction from the contract price shall be made.

No Waiver of Rights:

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of the contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the City or of any representative of the City in supervising the work, or any extension of time for the completion of the work, or any part thereof, or of materials used therein or therefore, either wholly or in part; but such acceptance shall be evidenced only by the final certificate or final payment of the Engineer as approved by the City.

Before any final certificate or final payment shall be allowed, the Contractor will be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this contract, and furthermore by acceptance of final payment agrees that all claims for materials provided or labor performed have been paid or satisfactorily secured. No waiver of any breach of this contract by the City or anyone acting for it or on its behalf shall be held as a waiver or any other or subsequent breach thereof.

Verbal Statements – Not Binding:

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the Engineer or other representatives of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever the written agreement.

Release of Liability:

No person or corporation other than the signer of this contract, as Contractor now has any interest hereunder, and a claim shall be made, or be valid, and neither the City or any employee or agent thereof shall be liable or be held to pay any money, except as herein before provided. The acceptance by the Contractor of the final payment shall operate as and shall be a release to the City and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for or relating to the work, or for any act or neglect of the City or any persons relating to or affecting the work.

Utilities:

The Contractor hereby agrees that the City is not responsible for the correctness of certain information regarding the reputed presence, size character, and locations of existing underground structures; that he shall have no claim for delay or extra compensation on account of incorrectness of information given, or on account of the insufficiency or absence of information regarding obstructions either revealed or not revealed; and that he shall have no claim for relief from any obligation or responsibility under the contract, in case the locations, size, or character of any pipe or other underground structure is not as indicated on the drawings, or in case any pipe or other underground structure is not as indicated.

Should the position of any pipe, conduit, pole, or other structures, above or below the ground be such as, in the opinion of the Engineer, to require its removal, realignment, or change due to work to be done under the contract, the work or removal, realignment, or change will be done as extra work, or done by

the owner of the obstruction, without cost to the Contractor; but the Contractor shall uncover and sustain the structures, at his own expense, before such removal and before and after such realignment or change as constituting part of the contract; and the Contractor shall not be entitled to any claim for damage or extra compensation on account of any delay in the removal or rearrangement of the same.

The Contractor shall not interfere with any persons, firms or corporations, or with the City in protecting, removing, changing, or replacing their pipes, conduits, poles, or other structures; but he shall suffer said persons, firms or corporations, or the City, to take all such measures as they may deem necessary or advisable for the purpose aforesaid, and the Contractor shall thereby be in no way relieved of any of his responsibilities under the contract.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontract or vendor.

Special and Emergency Workforce:

The contractor shall have an emergency service readily available 24 hours a day, 365 days a year for L. E. M. (Labor, Equipment and Materials) on an on-call basis, and will provide adequate telephone numbers in case of emergency.

For all special and emergency work authorized by the City, the following equipment, labor, and material rates shall apply. The Contractor shall present an itemized bill for the approved equipment, labor, and material rate as stated in this bid and contract.

The Contractor will be responsible for notifying the appropriate City department when need arises to use the rates listed and must have written authorization prior to performing the work. This authorization must accompany the itemized bill submitted by the Contractor.

SPECIAL AND EMERGENCY EQUIPMENT RATES (TO INCLUDE OPERATORS)

<u>DESCRIPTION</u>	<u>\$ PER HOUR</u>
Motor Grader	_____
Dozer	_____
Track Loader	_____
Rubber-Tire Loader, 2.25 cu. yd. Bucket	_____
Rubber-Tire Loader, 1.50 cu. yd. Bucket	_____
Compact Loader	_____
Gradall	_____
Backhoe (Rubber Tired)	_____
Concrete Demolition Tool Combination	_____

Grading Tractor with attachments	_____
Power Sweeper	_____
Vibratory Roller (11 ton)	_____
Vibratory Roller (4 to 6 tons)	_____
Vibratory Roller (2 ton)	_____
185 CFM Air Compressor with Attachments	_____
Asphalt Paver	_____
Asphalt Infra-Red Heater	_____
Dump Truck (6 to 8 cu. yd. capacity)	_____
Dump Truck (10 to 12 cu. yd. capacity)	_____
Water Truck (1100 gallon tank with pressure pump)	_____
Water Truck (1800 gallon tank with pressure pump)	_____
Asphalt Distributor, 1000 gallon (2 men)	_____
Asphalt Distributor, 300 gallon (2 men)	_____
Combination Pressure Cleaner/Sand Blaster (3,000 PSI) available for oil spills, etc.	_____

SPECIAL AND EMERGENCY EQUIPMENT RATES (WITHOUT OPERATORS)

<u>DESCRIPTION</u>	<u>\$ PER HOUR</u>
Equipment Trailer (18 ton)	_____
Vibra-Plate Power Tamper	_____
<u>DESCRIPTION</u>	<u>\$ PER DAY</u>
Water Pump, Mud Hog, includes 2" hose	_____
Water Pump, Mud Hog, includes 4" hose	_____
Water Pump, Centrifugal, includes 3" hose (trash)	_____
Water Pump, Centrifugal, includes 4" hose (trash)	_____

Concrete Vibrator _____

Concrete Grinder _____

Concrete Finishing Machine, 30" _____

VDH Sequential Electric Traffic Arrow w/Pickup _____

Equipment on daily rates shall be billed for 1/2 days by prorating the daily rate.

Equipment on hourly rates shall be billed for hours of actual use including travel time. Equipment not in use but retained on job site at request of City will be billed for a total of three (3) hours per day.

Any mechanical failure not corrected within thirty (30) minutes will be considered a breakdown and all charges for equipment and labor dependent thereon will cease until repaired or replaced.

Should job requirements for specific projects indicate the need for equipment and/or services not included in schedule above, the Contractor may rent such equipment and/or services only after written authorization from City department head or his duly authorized representative. These items shall be included at actual cost to Contractor plus a percentage not to exceed ten percent (10%) to cover liability and billing costs.

SPECIAL AND EMERGENCY LABOR RATES

<u>DESCRIPTION</u>	<u>\$ PER HOUR</u>
Supervision (includes radio-equipped pickup)	_____
Equipment Operator	_____
Concrete Mason	_____
Labor	_____

OVERTIME

1 and 1/2 time will apply before 7:00 AM, and after 4:30 PM, Monday through Friday after regular work hours. Double time rates will apply after noon on Saturday, Sunday, and holidays.

Should job requirements for specific projects indicate the need for personnel qualified in categories other than those specified in the labor rate schedule, it is agreed Contractor may hire such personnel only after obtaining written authorization from City Department head or his duly authorized representative.

SPECIAL AND EMERGENCY DISPOSAL FEES

Trailer Loads \$ _____ Per Load

Dump Truck, Single Axle \$ _____ Per Load
Dump Truck, Tandem Axle \$ _____ Per Load

SPECIAL AND EMERGENCY MATERIAL PRICES

3/4", or 1 and 1/2" Granite Crusher Run Stone \$ _____ Per Ton
No. 68 Granite Crushed Stone \$ _____ Per Ton
No. 78 or No. 7 Granite Crushed Stone \$ _____ Per Ton
No. 8 Granite Crushed Stone \$ _____ Per Ton
No. 57 Granite Crushed Stone \$ _____ Per Ton
No. 4 Granite Crushed Stone \$ _____ Per Ton
No. 57 Gravel \$ _____ Per Ton
No. 10 Granite Stone Dust \$ _____ Per Ton
Concrete Sand, Grade A \$ _____ Per Ton
Masonry Sand \$ _____ Per Ton
Plant Mixed Cold Patch Material \$ _____ Per Ton
Topsoil (Load 4-1/2 cu. yd.) \$ _____ Per Cy
Topsoil (Load 10 cu. yd.) \$ _____ Per Cy
Tack Coat \$ _____ Per Gal
Select Fill Sand \$ _____ Per Cy
Grass Seed \$ _____ Per lb
Wheat Straw \$ _____ Per Bale

Should job requirements for specific projects require disposal and materials other than those listed above, the Contractor will bill the City, including sales tax, for items of material furnished and purchased by Contractor when authorized by the City. To this amount Contractor will add an amount not exceeding ten percent (10%) of cost, excluding sales tax.

Standard Work Pricing

The City of Newport News, Virginia, in consideration of the faithful compliance by the Contractor of all terms and conditions of this contract and the accompanying documents and completion of the work described therein to the satisfaction of the City of Newport News, Virginia, agrees to pay to the Contractor the unit prices as set forth in the aforesaid Bid for work completed as follows:

PRICING SCHEDULE
PATCHING PAVEMENT CUTS

Bid Item #1 - Primary Street

1. Remove not less than nine (9) inches of back-fill from the utility cut and compact sub-base.
2. Tack exposed sides of the utility cut.
3. Install and compact seven (7) inches of Type B-3 Bituminous Concrete (2 lifts).
4. Install and compact two (2) inches of Type S-5 Bituminous Concrete.

<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
1-30 Sq. Ft	350 Each	\$ _____ Min. Charge	\$ _____
31-100 Sq. Ft.	3,700 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____
101-400 Sq. Ft.	3,000 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____
400-Up Sq. Ft.	3,000 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____

Bid Item #2 - Secondary Street

1. Remove not less than six (6) inches of base material from the utility cut and compact sub-base.
2. Tack exposed sides of utility cuts.
3. Install and compact six (6) inches of Type S-5 Bituminous Concrete (2 Lifts).

<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
1-30 Sq. Ft.	700 Each	\$ _____ Min. Charge	\$ _____
31-100 Sq. Ft.	5,500 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____
101-400 Sq. Ft.	4,500 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____
400-Up Sq. Ft.	4,500 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____

Bid Item #3 - Excavation

I - BACKFILL

- 4. Excavate utility cut or trench to suitable base material.
- 5. Backfill with Engineer approved select material compacting every six (6) inches.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Select Fill 500 Cu. Yd	\$ _____ per Cu. Yd.	\$ _____

II - STONE

Install properly compacted crusher run or selected fill.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Stone 400 Tons	\$ _____ per Ton	\$ _____

Bid Item #4 - Concrete Work I Pavement

- 6. Remove any remaining concrete valley gutter, driveway and/or pavement necessary to prepare for the repair of a full length, square, rectangular or other area as specified.
- 7. Compact sub-grade. Form and replace structure to an average depth of seven (7) inches with a minimum of 3,000 P.S.I. concrete.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1-30 Sq. Ft. 100 Each	\$ _____ Min. Charge	\$ _____
31-100 Sq. Ft. 800 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____
101-400 Sq. Ft. 1,500 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____
400-Up Sq. Ft. 2,000 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____

Bid Item #5 - Concrete Work II Curb and Gutter

- 8. Remove any remaining concrete curb and gutters necessary to prepare for the repair of a full length section as specified.
- 9. Compact sub-grade, form and replace curb and gutter with a minimum of 3,000 P.S.I. concrete.

<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1-30 Ln. Ft. 10 Each	\$ _____ Min. Charge	\$ _____

<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
31-100 Ln. Ft.	250 Ln. Ft.	\$ _____ per Ln. Ft.	\$ _____
101-400 Ln. Ft.	500 Ln. Ft.	\$ _____ per Ln. Ft.	\$ _____
400-Up Ln. Ft.	750 Ln. Ft.	\$ _____ per Ln. Ft.	\$ _____

Bid Item #6 - Concrete Work III Sidewalk

<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
1-30 Sq. Ft.	25 Each	\$ _____ Min. Charge	\$ _____
31-100 Sq. Ft.	300 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____
101-400 Sq. Ft.	500 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____
400-Up Sq. Ft.	1,000 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____

Bid Item #7 - Temporary Patch

10. Excavate utility cut to minimum depth of two (2) inches.

11. Install and compact temporary cold mix patch.

<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
1-200 Sq. Ft.	200 Sq. Ft.	\$ _____ per Sq. Ft.	\$ _____

Bid Item #8 – Mill and Overlay Existing Pavement

1. Mill existing asphalt pavement to required depth.

2. Overlay existing pavement to required depth to meet existing pavement.

<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>
2" Mill 100 – 1000 Sq. Ft.	2" PMA Overlay	\$ _____ per Sq. Ft.	\$ _____
2" Mill 1000 – 10000 Sq. Ft.	2" PMA Overlay	\$ _____ per Sq. Ft.	\$ _____
2" Mill 10000 - Up Sq. Ft.	2" PMA Overlay	\$ _____ per Sq. Ft.	\$ _____

TOTAL BID PRICE: \$ _____

PRICE

The prices bid shall remain firm for the initial contract period. **All prices shall be F.O.B. destination.** If the contract is renewed, prices may be adjusted according to the *Price Escalation/De-Escalation* terms below.

PRICE ESCALATION/DE-ESCALATION

The Contractor may request price adjustments not more frequently than once every contract renewal term. Adjustments shall be based upon the Consumer Price Index - Urban Wage Earners and Clerical Workers (**CPI - W**) U.S. city average, not seasonally adjusted for series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current rate(s) in effect for the City. The newly adjusted rate(s) shall become effective upon a mutually acceptable date and will be applied to work requests on or after that date. Work already in progress will be billed at the rates in effect when the job was requested (date of order). **Rate adjustments will not be automatic.** The contractor shall submit a written request (email, facsimile, etc...) to the City. Consumer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi/>. Fuel, surcharges, or other miscellaneous fees/charges not specifically itemized in this contract document shall not be allowed (See also *Conditions and Instructions*, #12).

The City reserves the right to negotiate reductions in the quoted price schedule at any time during any contract period.

AWARD

Award will be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the lowest **responsible** and **responsive** bidder, based on *total bid price (Bid items 1-8 inclusive)*.

The City reserves the right to award by item, groups of items or total bid; to reject any and all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the purchasing agent to be in the best interest of the City.

QUESTIONS

Questions pertaining to this IFB should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com or facsimile (757) 926-8038, ***not later than four business days prior to bid due date.*** All questions must be submitted *in writing*; telephonic inquiries will not be considered.

EXCEPTIONS:

Bidder must sign one 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 IF OTHER THAN 2%-20 NET 30 DAYS _____

Payment terms shall be considered in determining the low bidder.

BID RESULTS

Bid results may be obtained from our web site: 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: _____