



INVITATION FOR BIDS

IFB #2009-5751-0805

Date: April 20, 2009

City of Newport News, Dept. of Purchasing
2400 Washington Avenue, 4th Floor, City Hall
Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038

www.nngov.com/purchasing

HVAC IMPROVEMENTS AT LEE HALL MAINTENANCE AND OPERATIONS CENTER

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, 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: The contractor shall provide all labor, tools, materials, equipment, and perform all associated duties for the HVAC IMPROVEMENTS AT LEE HALL MAINTENANCE AND OPERATIONS CENTER as described herein.

BID DUE: **May 11, 2009 at 4:00 p.m.**

PRE-BID: A **Pre-Bid Meeting** will be held at the Lee Hall Operations and Maintenance Facility Conference Room, located at 425 Industrial Park Drive, Newport News, VA 23608. The meeting will be held at **10:00a.m. on Tuesday, May 5, 2009**. The purpose of the pre-bid meeting is to clarify and answer any questions associated with the solicitation and to inspect the site. **Attendance is optional but highly encouraged.**

Contract Officer: _____
Jerry Stokes, CPPB, Buyer, jstokes@nngov.com

*****AN ORIGINAL AND ONE (1) 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 ninety (90) 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.

This public body does not discriminate against faith based organizations

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax No.: _____ E-Mail: _____

Fed. Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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

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SECTION “A”

All Bidders to Complete and Submit this Section

CONDITIONS AND INSTRUCTIONS

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.

Unless otherwise directed by the bid document, only "Section A" is to be returned when submitting a bid. Failure to return **all** "Section A" pages or other pages identified as required to be submitted 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 you have obtained this document from our home page or from a source other than directly from the City of Newport News or from www.demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your bid to ensure that you have 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 Director of Purchasing 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. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.
12. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
13. In case of error in the extension of prices, the unit price shall govern.
14. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
15. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.

16. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish.

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

17. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

18. All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.

19. By signing this bid, the bidder assigns to the City any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

20. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

21. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.

22. The contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his

subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them.

23. **Contractor's License** 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 is appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

24. Progress Payments, Retained Funds and Payment Terms:

- a) Contractor may invoice for periodic Progress Payments if mutually agreed by the City.
- b) An amount of 5% of invoiced completed work shall be retained by the City until final acceptance of the project, after which time the Contractor may invoice for the funds retained.
- c) Payment terms shall be “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.
- d) Payment terms shall be considered in determining the low bidder.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

25. **Special Note:** Successful bidder shall furnish all required bonds, certificates of insurance and required endorsements on City approved forms included in this bid package. Any other forms are not acceptable and shall not be approved by the City Attorneys office. Time is critical on this work and non-compliance will delay the work and may be cause to make award to the next qualified bidder.

26. **Performance and Labor and Material Payment Bond:** The Contractor shall have ten (10) days from the date of the city’s request to provide a performance bond and a labor and material payment bond, (use only forms attached to bid unless approved by City Attorney) in the amount of the contract price as security for faithful performance of the work in strict conformity with the Contract Documents and for payment of all persons who perform labor and furnish materials in prosecution of the work. The surety on such bonds shall be duly authorized to do business in the Commonwealth of Virginia and satisfactory to the City.

27. **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. The fees for these permits are no longer waived on City projects.**

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

Insurance. Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.

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

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

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

29. 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.

30. **Liquidated Damages:** TIME IS OF THE ESSENCE ON THIS CONTRACT. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$250.00 per day**.

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

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

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the contract, it

being the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

31. 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.
32. Appeals Procedure: Upon your request administrative appeals information will be provided which 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.
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.

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.

37. 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.

38. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
39. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties hereby irrevocably submit themselves to the original jurisdiction of the state courts located within the City of Newport News, Virginia, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.
40. 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.
- 41. 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.**
- 42. 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. All bid questions must be received five working days prior to the bid due date.**

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 an 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:

EXCEPTION PAGE

EXCEPTIONS:

Bidder must sign the appropriate statement below, as applicable:

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

Firm: _____

Signature: _____

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

Firm: _____

Signature: _____

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

Payment terms shall be considered in determining the low bidder.

BID RESULTS

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

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: _____

NOTICE TO CONTRACTORS

Sealed 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 May 11, 2009 at 4:00 p.m., for **HVAC IMPROVEMENTS AT LEE HALL MAINTENANCE AND OPERATIONS CENTER, Contract No. 79 (the “contract”)**.

Please be advised that all questions in reference to this project should be directed to the Department of Purchasing, Jerry Stokes, CPPB, Buyer, telephone (757) 926-8033, fax (757) 926-8038 jstokes@nngov.com. **All bid questions must be received five working days prior to the bid due date.**

SCOPE OF WORK:

Without intending to limit or restrict the extent of work required under this Contract, the Work to be performed comprises the following:

The construction of the **HVAC Improvements at Lee Hall Maintenance and Operations Center** which the work generally includes the addition of louvers, fans, ductwork, controls, and associated electrical work, complete in all respects in accordance with the plans and specifications.

The Work required by this Contract shall be in strict accordance with the Contract Documents contained in the IFB project manual and the Contract Drawings dated April 2009.

Performance and Labor & Material Payment Bond amounting to one hundred percent (100%) of the contract price will be required of the successful bidder.

This contract consists of plans and technical specifications that are available for download on the City of Newport News Purchasing Department website: (<http://www.nngov.com/purchasing/resources/currentsolicitations>).

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

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

**CITY OF NEWPORT NEWS, VIRGINIA
DEPARTMENT OF PUBLIC UTILITIES (WATERWORKS)**

**HVAC IMPROVEMENTS AT LEE HALL
MAINTENANCE AND OPERATIONS CENTER**

CONTRACT NO. 79

BID FORM

This bid form, if removed from Contract Documents for bid preparation, should be reinserted in the Contract Documents and all of Section "A" of the booklet shall be included with each signed bid. Failure to comply with this paragraph may, at the exclusive option of the Owner, be grounds for rejection of this bid.

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

The undersigned also declares that he has, or they have, examined the plans and specifications, 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 lump sum bid, all necessary materials, machinery, implements, tools, labor, service, and supervision to do, and perform all the work necessary to complete the improvements in accordance with the plans and specifications for said improvements which plans and specifications, it is agreed, are a part of this bid, and to accept in full compensation therefore, the amount of the lump sum bid.

The undersigned, as bidder agrees, if this bid is accepted, to execute a contract with the City to provide all necessary equipment, tools and other means of construction and to do all work and furnish all the materials shown and specified in the Contract Documents, and according to the requirements of the Engineer as therein set forth and that he will take in full payment therefore, the following lump sum noted below:

BID

BID SCHEDULE

Base Bid: Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to construct the **HVAC Improvements at Lee Hall Maintenance and Operations Center**. The work generally includes the addition of louvers, fans, ductwork, controls, and associated electrical and masonry work, complete in all respects in accordance with the plans and specifications.

Base Bid Amount (numbers): \$ _____

TOTAL BID (dollars and cents):

Written: _____

The bidder acknowledges receipt of the following addenda:

<u>Addendum No.</u>	<u>Date</u>	<u>Addendum No.</u>	<u>Date</u>
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The time of completion of the contract will be **90** calendar days after Notice to Proceed. **Time is of the essence.**

The bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract attached within ten (10) calendar days and deliver the Surety Bonds and Certificate of Insurance as required by the Contract Documents.

The bidder agrees to submit in writing within ten (10) calendar days after date of the contract a construction schedule showing dates of starting and completion of major portions of the work, and to carry out the work accordingly, unless the City or the Engineer authorizes or orders a delay.

The undersigned acknowledges that an authorized representative of the bidder is aware of the intent and the scope of the work to be performed under the contract.

The bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

Licensed Class: _____

Virginia Contractor No: _____

Firm Name: _____

By: _____

Title: _____

P.O. Address: _____

Date: _____

Telephone: (____)_____ Facsimile: (____)_____

(If bid is by a Corporation, either the President or a Vice President must sign. A corporate resolution will be required for any other officer to sign. If other than a corporation, either the sole proprietor or an authorized partner must sign.)

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Name of Corporation)

RESOLVED that _____, _____
(Person Authorized to Sign) (Title)

of _____ be authorized to sign and
(Name of Corporation)

submit the bid or proposal of this corporation for the following:

**CITY OF NEWPORT NEWS, VIRGINIA
DEPARTMENT OF PUBLIC UTILITIES (WATERWORKS)**

**HVAC IMPROVEMENTS AT LEE HALL
MAINTENANCE AND OPERATIONS CENTER**

CONTRACT NO. 79

The foregoing is a true and correct copy of the resolution adopted by

_____ at a meeting of its Board of Directors held on the
_____ day of _____, 20 ____.

By _____

Title _____

(SEAL)

The above form must be completed if the bidder is a Corporation.

QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained (please print in ink).

1. How many years has your firm been in business as a General Contractor?

_____ years

2. List up to three (3) projects of this nature that you have completed and give the name, address and telephone number of a reference from each. Also, give the completed cost of each project listed.

3. List projects presently under construction by your firm, dollar volume of the contract, and the percent of completion.

4. Do you plan to sublet any part of this work? If so, give details.

SECTION “B”

Selected Contractor Submits

INSURANCE ENDORSEMENTS

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

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

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

Contractor shall have ten (10) days from 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.

<u>Type Insurance Coverage</u>	<u>Limits</u>
1) Worker's Compensation	Statutory
Employer's Liability	Statutory
2) Comprehensive General Liability with X C U and Contractual included	\$500,000 each person, \$1,000,000 each occurrence, \$1,000,000 in the aggregate
3) Property Damage Liability	\$1,000,000 each occurrence, \$2,000,000 in the aggregate
4) Comprehensive Automobile Liability (including owned, non-owned, and hired)	\$1,000,000 combined single limit for bodily injury and property damage liability
5) Contractual Liability: In concurrence with the Comprehensive General Liability insurance, a contractual liability endorsement shall be executed to indemnify and save harmless the City of Newport News, Virginia, from any and all claims arising out of the performance of this contract by the Contractor or any of his agents. The limits of this coverage shall be equal to the Comprehensive General Liability limits shown above and as follows:	
a. Bodily	\$500,000 each person, \$1,000,000 each occurrence, \$1,000,000 aggregate
b. Property Damage	\$1,000,000 each occurrence, \$2,000,000 aggregate
6) Umbrella Excess Liability	\$3,000,000

SAMPLE DOCUMENTS FOLLOW. ONLY THE SELECTED BIDDER SHALL BE REQUIRED TO SUBMIT INSURANCE DOCUMENTATION.

Do not return completed insurance forms with your bid.

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

**City of Newport News
Purchasing Department
2400 Washington Ave
Newport News, VA 23607**

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

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

CG 20 10 10 93

Endorsement

Alternate Employer

WC 00 03 01

Policy Amendment

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

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

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

SCHEDULE

Alternate Employer	Address	State of Special or Temporary Employment
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, Virginia		Virginia

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

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

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

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

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

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

WORKER'S COMPENSATION

CERTIFICATE OF COVERAGE

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

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

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

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance _____ Yes

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for workers' compensation _____ Yes

Title of Construction Contract: **HVAC IMPROVEMENTS AT LEE HALL MAINTENANCE AND OPERATIONS CENTER, Contract No. 79,**

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

**CITY OF NEWPORT NEWS
DEPARTMENT OF PUBLIC UTILITIES (WATERWORKS)**

**HVAC IMPROVEMENTS AT LEE HALL
MAINTENANCE AND OPERATIONS CENTER**

CONTRACT NO. 79

CONTRACT AND AGREEMENT

(Note 1. The sub-headings are for convenience of reference only and do not form a part of the Contract Documents.)

THIS AGREEMENT, made this _____ day of _____ in the year 20 _____,

between the City of Newport News, hereinafter called the City, and

_____, hereinafter called the Contractor:

COVENANT

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained have undertaken, promised and agree, and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for itself and its heirs, executors, administrators, successors, and assigns as follows:

1. CONTRACT INCLUDES

The Contractor, at his own sole cost and expense, shall furnish all labor, tools, materials, equipment and services for the HVAC IMPROVEMENTS AT LEE HALL MAINTENANCE AND OPERATIONS CENTER, Contract 79, as shown on the plans and specified herein. He will construct, complete and finish the same in the most thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the City and the Engineer, in the manner and within the time hereinafter limited, and in strict accordance with the Invitation for Bids 2009-5751-0805; Bid Form, Contract and Agreement, Special Provisions of the Contract, Technical Specifications, and the Plans for the work, which Contract Documents are hereby made a part of this Contract and incorporated herein as fully as if the same were repeated at length herein.

This Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The parties hereby irrevocably submit themselves to the original jurisdiction and venue of the state courts located within the City of Newport News, Virginia, with regard to any controversy or dispute arising out of, related to, or in any way concerning the Contract.

2. **RATE OF PROGRESS AND TIME OF COMPLETION**

The Contractor shall, within ten (10) calendar days after the date of his execution of this Contract, submit a construction schedule showing dates of starting and completion of various parts of the work. The completion date of this Contract shall be determined from the date of the Notice to Proceed forwarded to the Contractor from the City. The work shall be completed within **90 calendar days** of the Notice to Proceed. See Section 1.05 of the Special Provisions of the contract documents. **TIME IS OF THE ESSENCE!**

3. **DAMAGES FOR FAILURE TO COMPLETE ON TIME**

TIME IS OF THE ESSENCE ON THIS CONTRACT. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$250.00 per calendar day**.

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

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

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

4. **PAYMENT**

The City, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited, and to the satisfaction and approval of the City and the Engineer, the prices stipulated in the said bid hereto attached, such payment to be made at the time and in the manner and upon the conditions herein expressly provided. The City also agrees to pay in addition such amounts as may be agreed upon for modification and for extra work in accordance with Section 1.05.R of the Special Provisions of the Contract.

5. **PARTIAL AND FINAL ESTIMATES**

On or about the last day of each month the Contractor shall make an approximate estimate of the value of the work done and of the materials incorporated into the work and shall submit same to the Engineer. No payment will be made for stored materials.

Whenever the amount of such estimate or estimates of work done since the last previous estimate exceeds Three Thousand Dollars (\$3,000.00), ninety-five percent (95%) of such estimated sum will be paid to the Contractor within thirty (30) calendar days of the date the estimate is submitted.

If the City shall, at any time, fail to make to the Contractor a monthly payment at the time herein specified, such failure shall not be held to vitiate or void this Contract.

The Engineer will, as soon as practicable after the completion of the work, make a final certificate of the entire amount of work done under this Contract, and the City shall within thirty (30) calendar days after such final estimate is approved, pay the entire sum so found to be due hereunder, after deducting therefrom all previous payments, and also all percentages and deductions to be retained under any of the provisions of this Contract.

Before the final payment is made, the Contractor shall satisfy the City that all bills for labor and materials have been paid and provide Consent of Surety to Final Payment.

6. **INDEMNIFICATION AND DEFENSE OF SUITS**

In the event of a civil action brought against the City or any of its representatives or agents for or on account of the failure, omission or neglect of the Contractor or his subcontractor or his or their employees or agents to do and perform any of the covenants, acts, matters or things by this contract undertaken or to be done or performed by the Contractor or his

subcontractors, or his or their employees or agents, the Contractor shall defend, indemnify and save harmless the City, its representatives, agents and servants of and from all loss, cost, damage, expense, judgment or decrees whatever arising out of such civil actions as may or shall be brought as aforesaid.

7. **ENTIRE AGREEMENT**

This Contract and the incorporated documents constitutes the entire agreement and understanding between the City and Contractor, and it may not be modified or altered, changed or amended in any respect unless in writing and signed by both parties hereto.

8. **EXECUTION OF CONTRACT**

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested and sealed pursuant to proper resolutions.

Contractor

Witness:

Secretary

By: _____
President

Bond # _____

PERFORMANCE BOND

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

WHEREAS, the said _____
did, on the _____ day of _____, 20____, enter into a contract with the
City of Newport News, Virginia for the **HVAC IMPROVEMENTS AT LEE HALL
MAINTENANCE AND OPERATIONS CENTER, Contract No. 79**, 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 City.

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 Oblige elects, upon determination by the Oblige and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Oblige, 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 Oblige to principal under the Contract and any amendments thereto, less the amount properly paid by Oblige 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 City.

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

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

CONTRACTOR

BY _____

Signature of Authorized
Owner, Partner or Officer

SURETY

BY _____
Attorney In Fact

Attach Original Power of Attorney

City Attorney Use Only	
APPROVED AS TO FORM	

_____	_____
City Attorney	Date

Bond # _____

LABOR AND MATERIAL PAYMENT BOND

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

WHEREAS, the said _____ did, on the _____ day of _____, 20____, enter into a contract with the City of Newport News, Virginia, for the **HVAC IMPROVEMENTS AT LEE HALL MAINTENANCE AND OPERATIONS CENTER, Contract No. 79**, 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 to 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_____.

BY _____

CONTRACTOR

Signature of Authorized
Owner, Partner or Officer

SURETY

BY _____
Attorney In Fact

Attach Original Power of Attorney

City Attorney Use Only	
APPROVED AS TO FORM	

_____	_____
City Attorney	Date

SECTION “C”

TECHNICAL REQUIREMENTS

Technical Specifications

- HVAC Improvements at Lee Hall Maintenance and Operations Center
Project Manual April 2009

Drawings:

- Lee Hall Maintenance and Operations Center - Drawing No. G-1
- Lee Hall Maintenance and Operations Center - Drawing No. ME-1
- Lee Hall Maintenance and Operations Center - Drawing No. ME-2
- Lee Hall Maintenance and Operations Center - Drawing No. ME-3
- Lee Hall Maintenance and Operations Center - Drawing No. ME-4
- Lee Hall Maintenance and Operations Center - Drawing No. ME-5
- Lee Hall Maintenance and Operations Center - Drawing No. Me-6