

INVITATION FOR BIDS



HUNTINGTON PARK FLOATING DOCK

IFB # 2010-2870-1905

October 5, 2009

City of Newport News

Office of the Purchasing Director

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8035/ Fax: (757) 926-8038

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

SCOPE OF WORK – Includes removal of existing, supply and installation of three (3) floating dock sections 6' wide x 36' long, removal of existing, supply and installation of three (3) gangways 4' wide x 25' long including transition plates and all hardware for installation. Also remove existing, supply and installation of six (6) new pile guides to anchor system, supply and installation of eight (8) new cleats per floating dock section, and replacement of one (1) 12" timber pile.

Bid Due: **October 20, 2009, @ 3:00 P.M.**

Contract Officer: _____
Michael Coburn, CPPO, Purchasing Administrator (757) 926-8032

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

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

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

TABLE OF CONTENTS

SECTION A *(Submit with Bid)*

[Invitations for Bids](#) IB-1
Table of Contents TC-1
[Conditions and Instructions](#) C&I-1 Thru C&I-9
[References for Bidders](#) REF-1
[Instructions to Bidders](#) ITB-2
[Notice to Contractors](#) NTC – 1
[Bid](#) B-1 Thru B-7
[Bid Bond](#) BB-1 Thru BB-2

SECTION B *(Successful bidder Submits)*

[Insurance Endorsement](#) INS-1 Thru INS-4
[Contract](#) C-1 Thru C-8
[Performance Bond](#) PB-1 Thru PB-3
[Labor and Material Payment Bond](#) LMB-1 Thru LMB-4

SECTION C *(Technical Specifications)*

[Plan Sheet](#) 1
[Project Sign](#) PS-1 Thru PS-2

Section A

CONDITIONS AND INSTRUCTIONS

Rev: 10/01/09

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
2. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
3. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
4. 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.
5. 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.
6. 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.
7. 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.
8. Award will be based upon the "Total Bid" amount, 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.

HUNTINGTON PARK FLOATING DOCK

9. 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.
10. 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.
11. 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.
12. In case of error in the extension of prices, the unit price shall govern.
13. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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

HUNTINGTON PARK FLOATING DOCK

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.

22. **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. _____."

23. **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.
24. 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.
25. **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.
26. **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.

27. The City has a directory of Newport News Minority and Women-owned businesses. The directory is distributed, at request, at no additional cost.
28. This public body does not discriminate against faith based organizations.
29. 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.

30. 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.

31. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
32. 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.
33. 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.

HUNTINGTON PARK FLOATING DOCK

34. Scheduling and Delays – The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of 6 months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.
35. Cancellation: The City may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. 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.
36. 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.
37. 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.
38. Successful bidder shall furnish all required bonds, certificates of insurance and required endorsements on City approved forms included in this bid package. Any other forms are not acceptable and shall not be approved by the City Attorney's office. Time is critical on this work and non-compliance will delay the work and may be cause to make award to the next qualified bidder.
39. **Engineering Standard Specifications: This contract consists of plans, technical specifications and the Department of Engineering Standard Specifications. The Standard Specification are available for \$15.75, including tax, per copy non-refundable, from the Department of Engineering, City Hall Building, 8th floor, Newport News, Virginia 23607, telephone (757) 926-8611. In the Standard Specification any/all references to the Director of Engineering, which involves the initial Invitation For Bid and prior to an actual contract being awarded shall be defined and interpreted as the City's Purchasing Director or their designee.**
40. **Liquidated Damages: TIME IS OF THE ESSENCE ON THIS CONTRACT.** Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$500.00 per day.**

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

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

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of

the City's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

SPECIAL NOTE:

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

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

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

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

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

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

IFB # 2010-2870-1905

Total SBE Dollars to be Sub-contracted \$ _____

Total MBE Dollars to be Sub-contracted \$ _____

Total WBE Dollars to be Sub-contracted \$ _____

EXCEPTION PAGE

EXCEPTIONS:

Bidder must sign the appropriate statement below, as applicable:

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

Firm: _____

Signature: _____

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

Firm: _____

Signature: _____

Bidders 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 the following two business days after the bid opening, by visiting our web site:

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

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

ANTI-COLLUSION CERTIFICATION

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

Signed: _____ Date: _____

Name of Company: _____

REFERENCES FOR BIDDERS*

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

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

Please provide 3 construction projects that demonstrate your experience with installation of floating docks and timber piles within the past 5 years:

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

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

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

_____ YES _____ NO Possess foreman and/or crew that are familiar with the installation of floating docks and timber piles. Approximate years of experience of each:

foreman: _____
crew: _____

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

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

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

INSTRUCTIONS TO BIDDERS

BIDDER RESPONSIBILITIES:

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

Affirm.A: Rev. 2/7/97

B. Bidders are requested to demonstrate compliance with MBE/WBE requirements. Demonstration of compliance may include the following information; however, the recipient may specify other methods of demonstrating compliance:

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

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

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

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

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

NOTICE TO CONTRACTORS

Sealed 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 **October 20, 2009 at 3:00 p.m. for HUNTINGTON PARK FLOATING DOCK.**

Please be advised that all questions in reference to this project should be directed to the Department of Purchasing, Michael Coburn, CPPO, Purchasing Administrator, telephone (757) 926-8032, fax (757) 926-8038, mcoburn@nngov.com. **All bid questions must be received five working days prior to the bid due date.**

SCOPE OF WORK: Includes removal of existing, supply and installation of three (3) floating dock sections 6' wide x 36' long, removal of existing, supply and installation of three (3) gangways 4' wide x 25' long including transition plates and all hardware for installation. Also includes removal of existing, supply and installation of six (6) new pile guides to anchor system, supply and installation of eight (8) new cleats per floating dock section, and replacement of one (1) 12" timber pile.

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

This contract consists of plans and technical specifications as amended by Special Conditions and Department of Engineering Standard Specifications. Plans and technical specifications for said contract may be obtained by bona fide contractors and suppliers at the Office of the Department of Purchasing, 4th Floor, City Hall Building, Newport News, Virginia, telephone (757) 926-8721. If the contractor submitting a bid does not have a set of the current Department of Engineering Standard Specifications, a set shall be purchased prior to submitting a bid at a cost of **\$15.75, including tax per copy, non-refundable and shall be maintained on the job site at all times until the completion of the project.**

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

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

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

HUNTINGTON PARK FLOATING DOCK

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

Dear Sir:

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

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

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

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

BID
HUNTINGTON PARK FLOATING DOCK

| ITEM | DESCRIPTION | QTY. | UNIT | UNIT BID | UNIT TOTAL |
|-------------|-----------------------------|-------------|-------------|---------------------|-----------------------|
| 1 | Mobilization/Demobilization | 1 | LS | | |
| 2 | Construction Stakeout | 1 | LS | | |
| 3 | Site Demolition | 1 | LS | | |
| 4 | Erosion Controls | 1 | LS | | |
| 5 | Floating Dock (6' x 36') | 3 | EA | | |
| 6 | Gangway (4' x 25') | 3 | EA | | |
| 7 | Piles Anchor Guides | 6 | EA | | |
| 8 | Timber Pile | 1 | EA | | |
| | TOTAL BID | | | | |

**LIMITS OF PAYMENT
HUNTINGTON PARK FLOATING DOCK**

GENERAL

Unless otherwise specified, the Contractor shall be responsible for furnishing all labor, materials, hardware, equipment, services, and incidentals as may be required to complete each item of work as specified on the plans or included in these specifications. All work shall be in conformance with the latest editions of the City of Newport News' Standard Specifications and Design Criteria Manual, the Virginia Department of Transportation Road and Bridge Specifications, the Virginia Erosion and Sediment Control Handbook and all other requirements of the Special Construction Conditions.

No measurement and payment will be made for additional quantities of any item as a result of native material becoming unsuitable due to acts of the Contractor by error or intent beyond the limits set forth on the plans and in the specifications or as directed by the Engineer.

The Contractor shall, by letter initially and then verbally, keep residents and business owners immediately adjacent to the project advised of re-routing traffic, driveway closures, or other inconveniences that would alter the access to their property. Driveway entrances shall be accessible at all times during the project. No weekend or night work will be permitted without City approval at least 72 hours in advance, and will be subject to the requirements of the **Special Note** in the Conditions and Instructions of this document.

1. MOBILIZATION/DEMOBILIZATION

This item shall include all costs for preparatory operations including all material, labor, equipment, and services required for the complete mobilization and demobilization of all equipment and materials needed for the completion of the project, including but not limited to construction signs, sanitary facilities, safety devices, removal of wastes and debris, watchmen, security, bonds, permits, and insurances. It is the sole responsibility of the Contractor to establish and maintain equipment, storage facilities, and material storage sites. The Contractor shall repair any damage to the area used for storage and staging/laydown areas to its original or better than existing condition. The price bid shall include area cleanup and restoration of all disturbed areas after completion of the project.

Payment shall be at the lump sum price bid and divided into two payments. The maximum amount for this item shall not exceed 10% of the total bid price. The first payment of 60% of the price bid will be payable on the first progress statement following the start of construction. The second payment of 40% will be payable at the substantial completion of the project. **The Contractor is required to obtain and pay for all necessary permits (Right-of-Way, disposal, land disturbance, etc.). The fees for these permits are no longer waived on City projects.**

2. CONSTRUCTION STAKEOUT

Payment shall be at the lump sum price bid to include all costs for labor, materials, hardware, equipment, services, and incidentals required for all survey services required during the project. The price bid shall include, but not limited to, providing vertical and horizontal control necessary for the installation of all structures, floating docks, gangways, timber pile, and offsets. Also, shall be included, the location and elevation of timber pile that proposed to be replaced. Construction stakeout and survey services shall be provided by a professional land surveyor licensed in the Commonwealth of Virginia and approved by the Engineer. The price bid shall also include submitting As-Built plans to the Engineer for approval upon completion of the project. **All work to be completed by a licensed surveyor.**

3. SITE DEMOLITION

Payment shall be at a lump sum price bid to include all costs for labor, materials, hardware, equipment services and incidentals required to perform site demolition. This price bid shall include, but not be limited to; demolition and complete removal of selected site elements. Existing damaged timber pile shall be removed to the full depth below the mud line. The contractor shall comply with governing EPA notification regulations and hauling and disposal regulations of authorities having jurisdiction before beginning selective demolition. The contractor shall notify the Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner.

The contractor shall maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations. All conditions of items to be removed and reinstalled and items to be removed and salvaged shall be inventoried and recorded. The contractor shall perform surveys as the work progresses to detect hazards resulting from selective demolition activities. The contractor shall provide temporary barricades, flags, notification signs and other protection required to prevent injury to people and damage to adjacent properties and facilities to remain. All items to be removed and reinstalled shall be cleaned are repaired to functional condition adequate for intended reuse. Items shall be protected from damage during transport and storage. The contractor shall reinstall items in locations indicated and comply with installation requirements for new materials and equipment. Existing items to remain shall be protected against damage (if damaged or defected shall be repaired properly and approved by Project Engineer), and soiling during selective demolition. Remove demolished materials from the project site and legally dispose of them in an EPA-approved landfill.

The contractor shall not allow demolished materials to accumulate on-site. All adjacent structures and improvements shall be cleaned of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began. Disturbance shall be limited. Actual selective structural demolition shall be field verified.

4. EROSION CONTROLS

Payment shall be at a lump sum price bid to include all costs for labor, materials, hardware, equipment, services and incidentals required to install and maintain Turbidity Curtain and other necessary erosion control measures. Turbidity Curtain to be placed around the area of the timber pile that proposed to be replaced to minimize sediment transport from a disturbed area adjacent to or within the body of water. Also, included in the price bid shall be any erosion control measures directed by the Engineer based on field conditions as well as any adjustment operations to install these measures. All work shall be done according to the Virginia Erosion and Sediment Control Handbook, 3rd Edition.

5. FLOATING DOCK (6' X 36')

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required to remove existing, provide and install new Floating Docks in general accordance with the project plans, and details. Floating Dock shall be installed in general accordance with specification of Technomarine, System 200 or better quality. The Project Engineer will accept alternate design product following review and approval of shop drawings submitted by the Contractor. The unit price shall include, but not be limited to, all temporary sheeting (if required), bracing, and use of barge during installation. Also, the bid price shall include, but not be limited to, provide eight (8) new cleats for each floating dock section. Quantity shall be based on field measurements made by the Project Inspector of installed units.

6. GANGWAY (4' X 25')

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required to remove existing, provide and install new Gangway in general accordance with the project plans, details and specification. Gangway shall be in general accordance with specifications of Technomarine, System 200 or better quality. The Engineer will accept alternate design product following review and approval of shop drawings submitted by the Contractor. The unit price shall include, but not be limited to, all temporary sheeting (if required), bracing, use of barge during installation and proper repair to the remaining structures if impacted during construction activities. Quantity shall be based on field measurements made by the Project Inspector of installed units.

7. PILE ANCHOR GUIDES

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required to remove existing, provide and install new Anchor Guides in general accordance with the project plans, details and specification. Anchor Guides to be in general accordance with specification of Technomarine, System 200 or better quality. The Project Engineer will accept alternate design product following review and approval of shop drawings submitted by the Contractor. The unit price shall include, but not be limited to, all temporary sheeting (if required), bracing use of barge during installation. Quantity shall be based on field measurements made by the Project Inspector of installed units.

8. TIMBER PILE

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required to remove existing, provide and install new Timber Pile in general accordance with the project plans, details and specification. Timber pile shall be of type and size matching the remaining piles. The new pile shall be driven to an additional two (2) to four (4) feet below the replaced pile base (tip) elevation. Pile specification shall be submitted by the Contractor to the Project Engineer for review and approval. The unit price shall include, but not be limited to, temporary sheeting (if required), bracing, use of barge during installation and special treatment against all chemical reactions above and below mud line. Quantity shall be based on field measurements made by the Project Inspector of installed units.

HUNTINGTON PARK FLOATING DOCK

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

The bidder agrees to complete the entire work within **ninety (90) calendar days** from date of Notice to Proceed.

State Contractor Registration Number: _____

Business Name: _____

Address: _____

(Street; P.O. Box not acceptable)

(City, State and Zip Code)

By: _____ Date: _____

By: _____ Date: _____

ADDENDA
No.

ACKNOWLEDGED
Initial

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

Bid Bond # _____

BID BOND

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

_____ as Principal, and _____

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

WHEREAS, the Principal has submitted a bid, dated _____, 20____, **HUNTINGTON PARK FLOATING DOCK.**

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

HUNTINGTON PARK FLOATING DOCK

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

CONTRACTOR

BY _____
SEAL

ATTEST:

SURETY

BY _____
SEAL

ATTEST:

Resident Virginia Agent of Surety

Submit with Power of Attorney

Section B

INSURANCE ENDORSEMENTS

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

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work. **Note: For this project, the contractor's Workers' Compensation policy needs to include an endorsement indicating coverage under the US Longshoremen's and Harbor Workers' Act.**

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

City of Newport News

Purchasing Department

2400 Washington Ave

Newport News, VA 23607

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

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

CG 20 10 10 93

Endorsement

Alternate Employer

WC 00 03 01

Policy Amendment

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

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

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

SCHEDULE

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

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

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

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

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

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

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

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

**WORKER'S COMPENSATION
CERTIFICATE OF COVERAGE**

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

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

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

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance _____ Yes

Insurance Company: _____

Policy Expiration Date: _____

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

Title of Construction Contract: **HUNTINGTON PARK FLOATING DOCK**

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

CONTRACT

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

WHEREAS, the City of Newport News, Virginia, has accepted the sealed bid of the said contractor to furnish all the labor and equipment and to do and perform all the work necessary to complete the **HUNTINGTON PARK FLOATING DOCK per IFB No. 2010-2870-1905** in the City of Newport News, Virginia, as shown on the plans and specifications hereto attached for the unit prices set forth in the said bid.

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

HUNTINGTON PARK FLOATING DOCK

Invitation for Bid.....1 Page
Table of Contents.....1 Page
Conditions and Instructions9 Pages
Reference for Bidders1 Pages
Instructions to Bidders/Offerors2 Pages
Notice to Contractors1 Pages
Bid.....7 Pages
Bid Bond2 Pages
Insurance Endorsements4 Pages
Contract.....8 Pages
Performance Bond3 Pages
Labor and Material Payment Bond4 Pages
Plan Sheet.....1 Page
Project Sign.....2 Pages
Standard Specifications, August 1, 1983, as amended260 Pages

The Contractor agrees to commence work under this contract immediately upon the written order of the owner and to diligently prosecute the same and to complete the same **within Ninety (90) calendar days from Notice to Proceed.**

CONTRACT
HUNTINGTON PARK FLOATING DOCK

| ITEM | DESCRIPTION | QTY | UNIT | UNIT BID | UNIT TOTAL |
|-------------|-----------------------------|------------|-------------|---------------------|-----------------------|
| 1 | Mobilization/Demobilization | 1 | LS | | |
| 2 | Construction Stakeout | 1 | LS | | |
| 3 | Site Demolition | 1 | LS | | |
| 4 | Erosion Controls | 1 | LS | | |
| 5 | Floating Dock (6' x 36') | 3 | EA | | |
| 6 | Gangway (4' x 25') | 3 | EA | | |
| 7 | Piles Anchor Guides | 6 | EA | | |
| 8 | Timber Pile | 1 | EA | | |
| | TOTAL BID | | | | |

CONTRACT HUNTINGTON PARK FLOATING DOCK

GENERAL

Unless otherwise specified, the Contractor shall be responsible for furnishing all labor, materials, hardware, equipment, services, and incidentals as may be required to complete each item of work as specified on the plans or included in these specifications. All work shall be in conformance with the latest editions of the City of Newport News' Standard Specifications and Design Criteria Manual, the Virginia Department of Transportation Road and Bridge Specifications, the Virginia Erosion and Sediment Control Handbook and all other requirements of the Special Construction Conditions.

No measurement and payment will be made for additional quantities of any item as a result of native material becoming unsuitable due to acts of the Contractor by error or intent beyond the limits set forth on the plans and in the specifications or as directed by the Engineer.

The Contractor shall, by letter initially and then verbally, keep residents and business owners immediately adjacent to the project advised of re-routing traffic, driveway closures, or other inconveniences that would alter the access to their property. Driveway entrances shall be accessible at all times during the project. No weekend or night work will be permitted without City approval at least 72 hours in advance, and will be subject to the requirements of the **Special Note** in the Conditions and Instructions of this document.

1. MOBILIZATION/DEMOBILIZATION

This item shall include all costs for preparatory operations including all material, labor, equipment, and services required for the complete mobilization and demobilization of all equipment and materials needed for the completion of the project, including but not limited to construction signs, sanitary facilities, safety devices, removal of wastes and debris, watchmen, security, bonds, permits, and insurances. It is the sole responsibility of the Contractor to establish and maintain equipment, storage facilities, and material storage sites. The Contractor shall repair any damage to the area used for storage and staging/laydown areas to its original or better than existing condition. The price bid shall include area cleanup and restoration of all disturbed areas after completion of the project.

Payment shall be at the lump sum price bid and divided into two payments. The maximum amount for this item shall not exceed 10% of the total bid price. The first payment of 60% of the price bid will be payable on the first progress statement following the start of construction. The second payment of 40% will be payable at the substantial completion of the project. **The Contractor is required to obtain and pay for all necessary permits (Right-of-Way, disposal, land disturbance, etc.). The fees for these permits are no longer waived on City projects.**

2. CONSTRUCTION STAKEOUT

Payment shall be at the lump sum price bid to include all costs for labor, materials, hardware, equipment, services, and incidentals required for all survey services required during the project. The price bid shall include, but not limited to, providing vertical and horizontal control necessary for the installation of all structures, floating docks, gangways, timber pile, and offsets. Also, shall be included, the location and elevation of steel and timber piles that proposed to be replaced. Construction stakeout and survey services shall be provided by a professional land surveyor licensed in the Commonwealth of Virginia and approved by the Engineer. The price bid shall also include submitting As-Built plans to the Engineer for approval upon completion of the project. **All work to be completed by a licensed surveyor.**

3. SITE DEMOLITION

Payment shall be at a lump sum price bid to include all costs for labor, materials, hardware, equipment services and incidentals required to perform site demolition. This price bid shall include, but not be limited to; demolition and complete removal of selected site elements. Existing damaged timber pile shall be removed to the full depth below the mud line. The contractor shall comply with governing EPA notification regulations and hauling and disposal regulations of authorities having jurisdiction before beginning selective demolition. The contractor shall notify the Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner.

The contractor shall maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations. All conditions of items to be removed and reinstalled and items to be removed and salvaged shall be inventoried and recorded. The contractor shall perform surveys as the work progresses to detect hazards resulting from selective demolition activities. The contractor shall provide temporary barricades, flags, notification signs and other protection required to prevent injury to people and damage to adjacent properties and facilities to remain. All items to be removed and reinstalled shall be cleaned are repaired to functional condition adequate for intended reuse. Items shall be protected from damage during transport and storage. The contractor shall reinstall items in locations indicated and comply with installation requirements for new materials and equipment. Existing items to remain shall be protected against damage and soiling during selective demolition. Remove demolished materials from the project site and legally dispose of them in an EPA-approved landfill.

The contractor shall not allow demolished materials to accumulate on-site. All adjacent structures and improvements shall be cleaned of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began. Disturbance shall be limited. Actual selective structural demolition shall be field verified.

4. EROSION CONTROLS

Payment shall be at a lump sum price bid to include all costs for labor, materials, hardware, equipment, services and incidentals required to install and maintain Turbidity Curtain and other necessary erosion control measures. Turbidity Curtain to be placed around the area of the timber pile that proposed to be replaced to minimize sediment transport from a disturbed area adjacent to or within the body of water. Also, included in the price bid shall be any erosion control measures directed by the Engineer based on field conditions as well as any adjustment operations to install these measures. All work shall be done according to the Virginia Erosion and Sediment Control Handbook, 3rd Edition.

5. FLOATING DOCK (6' X 36')

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required to remove existing, provide and install new Floating Docks in general accordance with the project plans, and details. Floating Dock shall be in general accordance with specification of Technomarine, System 200 or better quality. The Engineer will accept alternate design product following review and approval of shop drawings submitted by the Contractor. The unit price shall include, but not be limited to, all temporary sheeting (if required), bracing, and use of barge during installation. Also, the bid price shall include, but not be limited to, provide eight (8) new cleats for each floating dock section. Quantity shall be based on field measurements made by the Project Inspector of installed units.

6. GANGWAY (4' X 25')

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required to remove existing, provide and install new Gangway in general accordance with the project plans, details and specification. Gangway shall be in general accordance with specifications of Technomarine, System 200 or better quality. The Engineer will accept alternate design product following review and approval of shop drawings submitted by the Contractor. The unit price shall include, but not be limited to, all temporary sheeting (if required), bracing, use of barge during installation and proper repair to the remaining structure if impacted during construction activities. Quantity shall be based on field measurements made by the Project Inspector of installed units.

7. PILE ANCHOR GUIDES

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required to remove existing, provide and install new Anchor Guides in general accordance with the project plans, details and specification. Anchor Guides to be in general accordance with specification of Technomarine, System 200 or better quality. The Project Engineer will accept alternate design product following review and approval of shop drawings submitted by the Contractor. The unit price shall include, but not be limited to, all temporary sheeting (if required), bracing, and use of barge during installation. Quantity shall be based on field measurements made by the Project Inspector of installed units.

8. TIMBER PILE

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required to remove existing, provide and install new Timber Pile in general accordance with the project plans, details and specification. Timber pile shall be of type and size matching the remaining piles. The new pile shall be driven to an additional two (2) to four (4) feet below the replaced pile base (tip) elevation. Pile specification shall be submitted by the Contractor to the Project Engineer for review and approval. The unit price shall include, but not be limited to, temporary sheeting (if required), bracing, use of barge during installation and special treatment against all chemical reactions above and below mud line. Quantity shall be based on field measurements made by the Project Inspector of installed units.

HUNTINGTON PARK FLOATING DOCK

BY

TITLE _____

Seal Here:

ATTEST: _____

TITLE: _____

(Officer or Corporation)

CITY OF NEWPORT NEWS, VIRGINIA

BY _____

Seal Here:

ATTEST: _____

Performance Bond # _____

PERFORMANCE BOND

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

WHEREAS, the said _____
did, on the _____ day of _____, 20____, enter into a contract with the City
of Newport News, Virginia for the **HUNTINGTON PARK FLOATING DOCK**, which said
contract is by reference made a part hereof, is hereinafter referred to as the Contract.

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

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

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

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

HUNTINGTON PARK FLOATING DOCK

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 Owner.

HUNTINGTON PARK FLOATING DOCK

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

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

PRINCIPAL

BY _____

ATTEST:

SURETY

BY _____

ATTORNEY-IN-FACT

COUNTERSIGNED:

Resident Virginia Agent of Surety

(if original Agent is non-resident)

Submit with Power of Attorney

APPROVED AS
TO FORM

City Attorney

Labor & Material Bond # _____

LABOR AND MATERIAL PAYMENT BOND

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

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

WHEREAS, the said _____ did, on the ____ day of _____, 20____, enter into a contract with the City of Newport News, Virginia, for the **HUNTINGTON PARK FLOATING DOCK**, which said contract is by reference made a part hereof, as fully and is hereinafter referred to as the Contract.

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

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

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

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

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

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

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

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

HUNTINGTON PARK FLOATING DOCK

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

Contractor

BY _____

ATTEST:

Surety

BY _____

ATTORNEY-IN-FACT

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

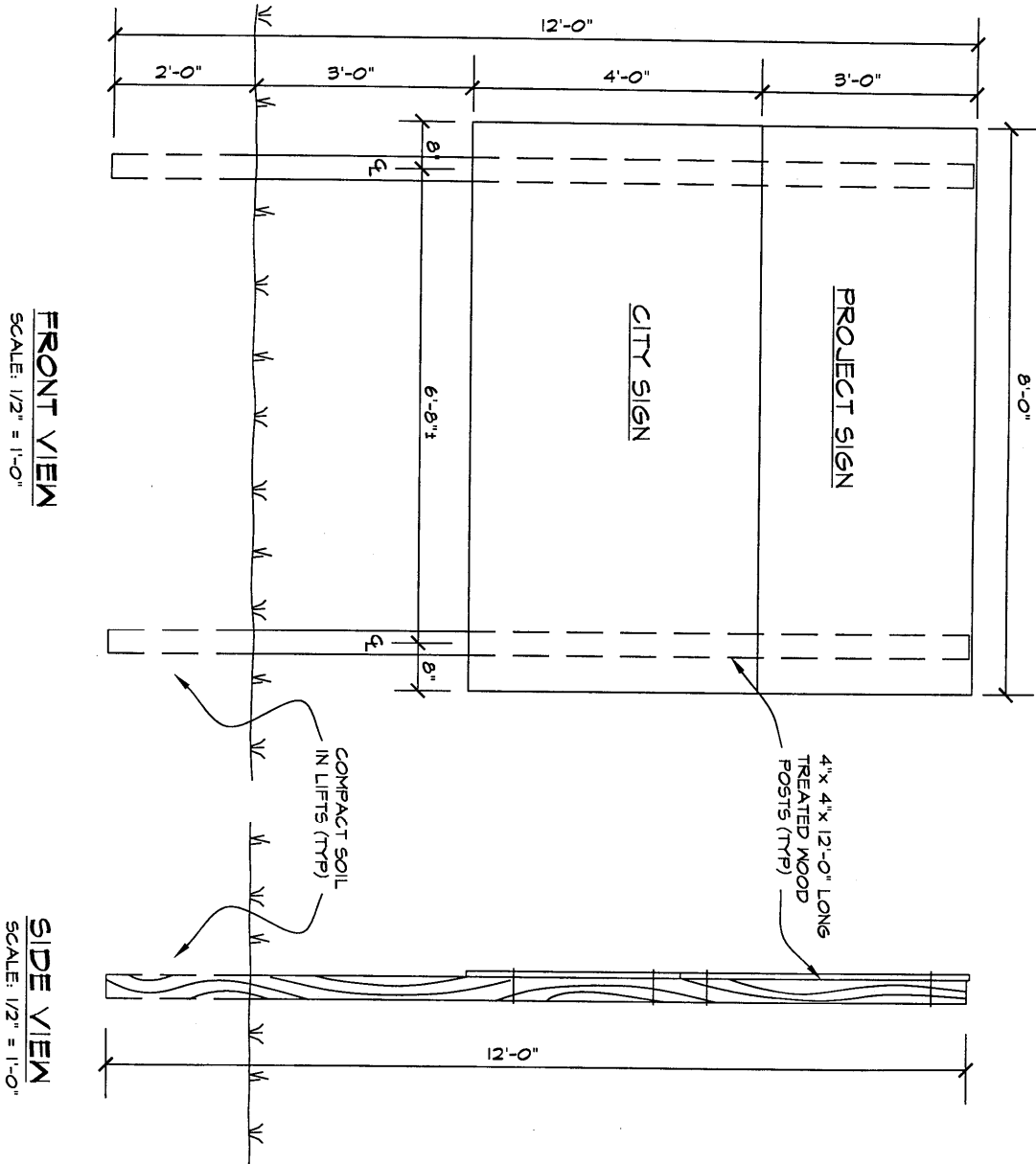
Submit with Power of Attorney

APPROVED AS
TO FORM

City Attorney

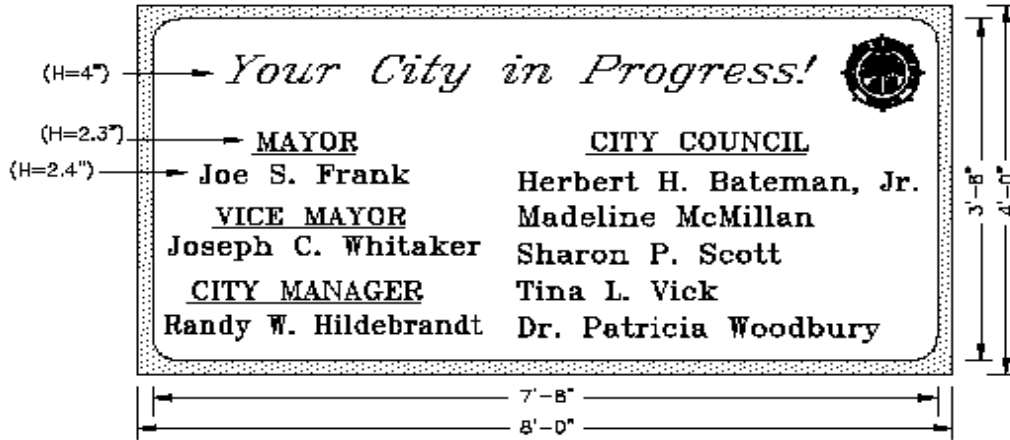
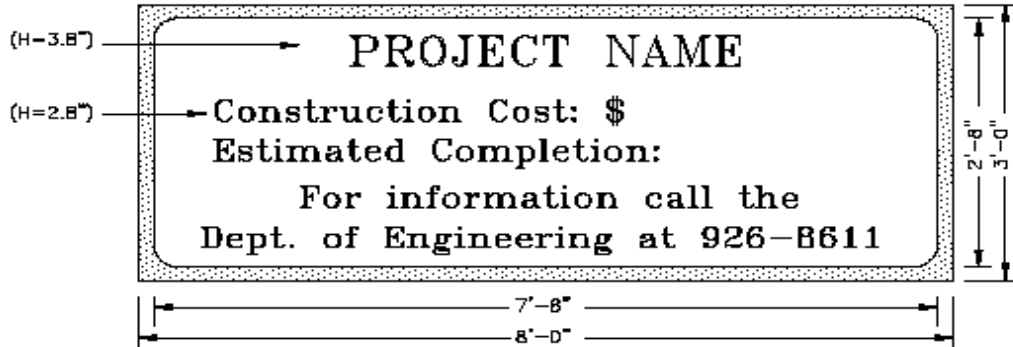
Section C

HUNTINGTON PARK FLOATING DOCK



PS-1

CONSTRUCTION SIGN



NOTES:

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

COLORS:

BORDER AND LETTERING...SHERWIN WILLIAMS
 SW1182 MALACHITE GREEN
 BACKGROUND.....SHERWIN WILLIAMS
 SW1097 PINA CDLADA

* CONSTRUCTION SIGN REQUIRED ON ALL PROJECTS UNLESS OTHERWISE NOTED.

