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Section A

CONDITIONS AND INSTRUCTIONS

Rev. 06/08/2010

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

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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

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or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.

21. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
22. The contractor shall keep himself fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **The contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
23. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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

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

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

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

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

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

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

25. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
26. In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
27. Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely, all appeals, except contract disputes, shall be made within ten days of either public notice of award, or the actual award, whichever is first.
28. **It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.**
29. The City has a directory of Newport News Small, Women-owned and Minority (SWAM) businesses. The directory is available at www.nngov.com/purchasing.
30. This public body does not discriminate against faith based organizations.
31. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:

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

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contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

32. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

33. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
34. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Newport News. The contractor shall comply with applicable federal, state and local laws and regulations.
35. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.
36. Scheduling and Delays – The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials, and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of 6 months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.

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37. Cancellation: The City may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City.
38. **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.**
39. 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.
40. 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.
41. **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.**
42. **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 **\$300.00 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.

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43. There will be no negotiating between opening of bids and award of contracts per CFR635.113. However, the City reserves the right to delete line items after award of contract.
44. 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.
45. **Bid Bond:** A bidder's bond or certified check in the amount of five percent (5%) of the amount bid shall accompany any bid in excess of \$100,000 for the bid to be considered.
46. **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 proposal 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.
47. **Permits,** Contractor shall be responsible for furnishing all necessary permits as required by the City Newport News prior to start of construction. The Contractor is required to obtain and pay for all necessary permits along with required bonds and insurance. A minimum \$5,000.00 bond for Right-of-Way permits and a minimum \$2,000.00 for land disturbing permits (based on area disturbed). These bonds are in addition to any bid bond, performance or payment bond required as part of the bid. Contractor shall also be responsible to obtain and pay for any required permits from State or Federal agencies. The project signs, right-of-way permit, land disturbing permit, etc. and associated bonds shall also be included in this bid price. Proof of approved final inspections relating to these permits shall be required before final payment is made.
48. **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

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the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

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

SPECIAL NOTE:

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

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

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

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

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

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

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

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

SBE **MBE** **WBE**

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

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

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

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

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

IFB No. #2011-1842-2005

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 will be made available after the bid opening by visiting our web site:

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

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 traffic signals and roadway construction within the past 5 years:

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

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

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

_____ YES _____ NO Possess foreman and/or crew that is experienced in the installation of traffic signals and roadway construction. 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/OFFERORS

BIDDER/OFFEROR'S RESPONSIBILITIES:

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

Affirm.A: Rev. 2/7/97

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

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

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

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

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

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

Affirm.A: Rev. 2/7/97

NOTICE TO CONTRACTORS

Sealed proposal will be received by the Department of Purchasing of the City of Newport News, Virginia on the 4th Floor, City Hall Building, 2400 Washington Avenue, no later than **September 14, 2010 at 3:00 p.m. for Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane.**

Please be advised that all questions in reference to this project should be directed to the Department of Purchasing, Shari D. Colvin, CPPB, VCO, Deputy Director, telephone (757) 926-8031, scolvin@nngov.com, **and copy** Brenda Vines, Assistant Buyer telephone (757) 926-8032, fax (757) 926-8038, bvines@nngov.com. **All bid questions must be received five days prior to the bid due date.**

SCOPE OF WORK: Includes the conversion of a span wire traffic signal to a mast arm traffic signal and installation of pedestrian signals as detailed on the plans and specifications.

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 Engineering, 8th Floor, City Hall Building, Newport News, Virginia, telephone (757) 926-8611 for a non-refundable fee of **\$15.75** including tax per copy. If the contractor submitting a bid does not have a set of the current Department of Engineering Standard Specifications, a set shall be purchased prior to submitting a bid at a cost of **\$15.75, including tax per copy, non-refundable and shall be maintained on the job site at all times until the completion of the project.**

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

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

Everett P. Skipper, PE, BCEE
Director of Engineering
2400 Washington Avenue
Newport News, VA 23607

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

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

Dear Sir:

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

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

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

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

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

BID

**Traffic Signal Mast Arm Conversion:
Warwick Boulevard and Mercer Lane**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY./UNITS</u>		<u>UNIT COST</u>	<u>TOTAL COST</u>
1	Mobilization/Demobilization	1	LS	_____	_____
2	Maintenance of Traffic	1	LS	_____	_____
3	Remove Existing Span Wire Traffic Signal and all related Equipment	1	LS	_____	_____
4	3 Section Traffic Signal Head	7	EA	_____	_____
5	5 Section Traffic Signal Head	1	EA	_____	_____
6	Pedestrian Signal Head SP-8	4	EA	_____	_____
7	Pedestrian Pushbutton	4	EA	_____	_____
8	Hanger Assembly SM-3, One Way	8	EA	_____	_____
9	14/3 Conductor Cable	340	LF	_____	_____
10	14/4 Conductor Cable	360	LF	_____	_____
11	14/7 Conductor Cable	770	LF	_____	_____
12	Relocate Communications Cable	200	LF	_____	_____
13	2" Conduit (Schedule 40 PVC)	85	LF	_____	_____
14	3" Conduit (Schedule 40 PVC)	10	LF	_____	_____
15	Trench Excavation ECI-1	52	LF	_____	_____
16	Bored Conduit 2" (HDPE)	640	LF	_____	_____
17	Junction Box, JB-S3	7	EA	_____	_____
18	Sign Panel (On Signal Pole)	8.5	SF	_____	_____
19	Install Street Name Sign Panel	5	EA	_____	_____
20	Furnish and Install 3M Opticom System Detector, M711 – 1 Direction	4	EA	_____	_____
21	Emergency Vehicle Preemption Detector Cable	490	LF	_____	_____
22	3M Opticom Preemption Unit (Selector)	1	EA	_____	_____
23	Video Detection Camera	6	EA	_____	_____

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY./UNITS</u>		<u>UNIT COST</u>	<u>TOTAL COST</u>
24	Video Detection Equipment	1	EA	_____	_____
25	Concrete Foundation PF-1	2	EA	_____	_____
26	Furnish/Install Pole MP-1 30' Comb. Lumin, 2 Arms 50' & 57'	1	EA	_____	_____
27	Furnish/Install Pole MP-1 22', 2 Arms 45' & 55'	1	EA	_____	_____
28	Pedestal Pole PA-2, 8'	2	EA	_____	_____
29	Pushbutton Post PA-3	2	EA	_____	_____
30	UPS and Supplemental Cabinet	1	EA	_____	_____
31	Electrical Service	1	EA	_____	_____
				TOTAL BID	=====

BID

**Traffic Signal Mast Arm Conversion:
Warwick Boulevard and Mercer Lane**

GENERAL

All work in this contract including materials and labor shall be in conformance with Virginia Department of Transportation, Road and Bridge Specifications, latest edition and subsequent revisions, current Newport News Standard Specifications as amended, and Newport News Waterworks Distribution Standards as amended, unless otherwise specified.

Absolutely no time extensions or additional monies will be allotted for wet weather conditions, simultaneous work by other utility companies (Dominion Virginia Power, Verizon, Cox Cable, Virginia Natural Gas, Newport News Waterworks, etc.) and other Contractor's working in or adjacent to this project. The Contractor will be expected to work around and with Dominion Virginia Power, Cox Cable and Verizon pole pedestals, lines and fiber optic lines, and Virginia Natural Gas pipelines. The Contractor shall provide overall "as-built" drawings. Contractor shall uncover and locate existing utilities and indicate to City and utility company proper adjustment of the utilities in a conflict situation. The Contractor is responsible for coordinating adjustments to utilities within 40 consecutive calendar days from Council award. The Contractor shall be responsible for providing construction stake-out/surveying. The Contractor shall provide overall "as-built" drawings signed by a Licensed Surveyor. A separate submittal to Waterworks of the waterline "as-builts" shall also be conducted by the Contractor.

Contractor's truck traffic shall not be permitted to run on subgrade at any time. Subgrade damaged by poor construction operations shall be undercut and backfilled at the Contractor's expense. Contractor shall end dump and push sand/stone into place with track equipment except where lime stabilization may be placed.

The Contractor shall also visit the site to verify that his bid reflects all work required to finish the project and provide completely functional roadways, sanitary, water and drainage systems. Quantities on the proposal sheet are estimates. Actual quantities could be more or less than 25%. Contractor shall not be allowed to renegotiate unit prices if actual quantities are different than quantities shown on the proposal sheet. The City reserves the right to delete bid items completely from the contract with no compensation to the Contractor. The demobilization sheets are provided for informational purposes only, actual field conditions shall vary. Contractor is required to provide fill/cut for positive drainage whether it is shown on plans or not.

Contractor shall be responsible for the maintenance of the roadway and protection of the traveling public from possible hazards such as uneven or unmarked pavements and pavement drop-offs both during and following operations until final acceptance of the roadway by the City. The Contractor shall also, by letter initially and then verbally, keep businesses advised of the routing of traffic, closures of traffic ways, driveways or other inconveniences that would alter their access to their property during construction. Contractor shall also advise the United States Post Office and Newport News Solid Waste, Schools, Emergency Operations Center, Jefferson Labs and Canon of Virginia of routing of traffic.

Unless otherwise specified, the Contractor shall be responsible for furnishing all labor, materials,
IFB#2011-1842-2005 B - 4 INITIAL _____

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

hardware, equipment, and incidentals as may be required to complete each item of work as specified on the plans or included in these specifications.

1. Contract Time: All work shall be completed within **120** calendar days from the Notice-to-Proceed date.
2. Liquidated Damages: Contractor shall pay the City the sum of **\$300.00** at each site per day for each calendar day beyond the allotted **120** calendar days for which the project is not complete.
3. The contractor shall be responsible for purchasing all necessary permits as required by the City of Newport News prior to start of construction. Note that the fees will not be waived.
4. Shop drawing submittals shall be provided to the Department of Engineering for review and approval within 21 calendar days of the contract award. A submittal is required for every contract item and no item shall be installed before the City approves the shop drawing.
5. Sequence of Construction: The contractor shall submit for approval a construction schedule detailing day/night/weekend work, phase/sections, traffic control, etc.
6. All work in this contract including materials, labor and equipment shall be in conformance with the Virginia Department of Transportation Road and Bridge Specifications, 2007 edition, and subsequent revisions, and current Newport News Standard Specifications. Any conflicts or apparent ambiguities between these specifications or the plans and bid documents will be resolved at the discretion of the Engineer. All applicable taxes shall be included in the unit bid price.
7. Prior to construction, the contractor shall call MISS UTILITY (toll free at 1-800-552-7001 for location of underground utilities.

LIMITS OF PAYMENT

Each unit price bid shall include all labor, material, and equipment required to complete the work unless otherwise specified or directed by the Engineer.

MOBILIZATION/DEMobilIZATION: Payment shall be a one-time only lump-sum cost and shall include all mobilization and demobilization related to this project. Payment shall be selected on *Section 513 – Mobilization* as specified in the VDOT Road and Bridge Specifications, January 2007. The price shall also include area cleanup and restoration of all disturbed areas to an equal or better than existing condition after completion of the project. **The Contractor is required to obtain and pay for all necessary permits (Right-of-Way, disposal, land disturbing, etc.). The right-of-way permit, land disturbing permit, etc. shall also be included in this bid price. The fees are not waived on this project.**

MAINTENANCE OF TRAFFIC: Payment shall be a one-time only lump-sum price as bid. The price shall include all materials and labor for traffic control, detours, signage, and maintenance of traffic throughout the construction project. All entrances shall have temporary entrance signs in place throughout the project. Price shall include police-guided traffic control and flaggers during any traffic signal outage periods. All materials and equipment provided for this line item shall be installed and maintained in a manor so as to comply with the most current version of the Virginia Work Area Protection Manual, the Manual on Uniform Traffic Control Devices and the City of Newport News Standard Specifications. See Special Traffic Conditions for additional information regarding hours of operation, lane closure and plan submittals. **In addition, the contractor shall submit a traffic control plan for acceptance by the Engineer before commencing work in the right-of-way.**

REMOVE EXISTING SPAN WIRE TRAFFIC SIGNAL: Payment shall be a one-time only lump-sum price as bid. The price shall include removal of all structures and signs included but not limited to signal related items, wooden poles, etc for the construction of this project. This price shall include the disposal as required of debris off site.

TRAFFIC SIGNAL HEAD: Traffic signal head will be measured in units of each and will be paid for at the contract unit price per each. This price shall include mountings, molded terminal blocks, visors, 3-section and 5-section heads with solid backplates and half visors, fittings, realignments, lamps, and optical adjustments of LED modules as required. Per each price shall include salvaging existing traffic signal heads for delivery to the City. Notify the City of Newport News Signal Shop superintendent Roger Hunt at 757-269-2452 at least 48 hours prior to delivery of removed equipment to the City of Newport News signal shop, located at 513 Oyster Point Road.

PEDESTRIAN SIGNAL HEAD, SP-8: Pedestrian signal heads will be measured in units of each and will be paid for at the contract unit price per each. This price shall include mountings, LED indication modules, molded terminal blocks, visors, fittings and realignments.

PEDESTRIAN PUSHBUTTON: Pedestrian pushbuttons will be measured in units of each and will be paid for at the contract unit price per each. This price shall include fittings and sign(s).

HANGAR ASSEMBLY SM-3, ONE WAY: Hangar assemblies will be measured in units of each and will be paid for at the contract unit price per each. This price shall include pipe, brackets, clamps, balance adjusters, tether wire attachments, leveling devices and fittings.

CONDUCTOR CABLES: Conductor cables will be measured in linear feet and will be paid for at the contract unit price per linear foot, type, and size as shown on plans.

RELOCATE COMMUNICATIONS CABLE: Relocate communications cable will be measured in linear feet and will be paid for at the contract unit price per linear foot of cable removed and rerouted. This price shall include, but not be limited to, all labor and materials needed for disconnection of the existing communications cable from the traffic signal controller, removal of the existing communications cable without damaging cable to a fixed point, re-

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

installation of communications cable and connection/termination of existing communications cable in existing traffic controller cabinet.

2"-3" CONDUIT: Conduit will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall include conduit bodies, fittings, bonding systems, pull ropes, pull tapes, plastic spacers, No. 8 locator wire when required, pull or splice boxes with an area of 512 cubic inches or less, supports, and protective metal shields. The work shall include the replacement of concrete or pavement disturbed including, but not limited to, sidewalks, driveways, road surface, curb and gutter sections, and controlled fill and topsoil/seeding in disturbed unpaved areas.

TRENCH EXCAVATION ECI-1: Trench excavation will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall include trenching, encasing, backfilling, locator tape, compacting, disposing of surplus and unsuitable material, and restoring existing areas.

2" BORED CONDUIT: Bored conduit will be measured in units of linear feet HDPE and will be paid for at the contract unit price per linear foot for the size specified. The price shall include conduit; fittings; couplings; and, when required, No. 8 locator wire, bonding systems, and pull rope or tape.

JUNCTION BOX, JB-S3: Junction boxes will be measured in units of each and will be paid for at the contract unit price per each. This price shall include concrete collars, frames and covers, tools to remove the cover, ground rods, ground conductors, grounding lugs, knockouts, cable racks, aggregate, excavating, backfilling, compacting, disposing of surplus and unsuitable material, and restoring existing areas.

SIGN PANEL (ON SIGNAL POLE): Proposed traffic sign panels shall be measured in units of square feet and will be paid at the contract unit price per square foot. Sign panel price shall include background sheeting, sign messages, framing units and hangar assemblies, and the installation of proposed sign on signal poles.

INSTALL STREET NAME SIGN PANEL: Install street name sign panel will be measured in units of each and will be paid for at the contract unit price per each. This price shall include the installation of City provided street name signs including all brackets, clamps or fittings necessary to mount the sign and salvaging of the existing street name sign for delivery to the City.

FURNISH AND INSTALL 3M OPTICOM SYSTEM DETECTOR: Furnish and install 3M-Opticon system detector will be measured in units of each and will be paid for at the contract unit price per each. This price includes the installation of the new sensor including all brackets, clamps or fittings necessary to mount the sensor per manufacturer's instructions. New sensor shall be Opticom Detector Model 711.

EMERGENCY VEHICLE PREEMPTION DETECTOR CABLE: Emergency vehicle preemption detector cable will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall include the detector cable and all incidental materials necessary to install and make the connection from the new EVP sensor to the new EVP equipment in the existing controller cabinet.

3M OPTICOM PREEMPTION UNIT (SELECTOR): 3M-Opticom preemption unit (selector) will be measured in units of each and will be paid for at the contract unit price per each. This price shall include all labor and material to integrate the phase selector into a fully functional Opticom Priority Control system. Phase selector shall be the Opticom Model 754 Phase Selector.

VIDEO DETECTION CAMERA: Video detection camera will be measured in units of each and will be paid for at the contract unit price per each. This price includes the camera, the conductor cable (Siamese) from the camera to the controller cabinet, and all necessary mounting arms and brackets for installation of the video detection as indicated on the signal plans.

VIDEO DETECTION EQUIPMENT: Video detection equipment will be measured in units of each and will be paid for at the contract unit price per each. This price includes the installation of the Traficon VIP 3.2 system (or approved equivalent) into the controller cabinet, power supply and monitor, connection of the conductor cable, and set up of the detection zones per the signal plans. All hardware and software necessary for the setup, aiming, focus or adjustments of the cameras shall be included.

CONCRETE FOUNDATION, PF-1: Concrete foundation will be measured and paid for in units of each and will be paid for at the contract unit price per each. This price shall include concrete, reinforcing steel, stub poles, anchor bolts, bolt circle templates, grounding equipment, conduits, excavating, backfilling, compacting, disposing of surplus and unsuitable material, and restoring existing areas.

FURNISH/INSTALL SIGNAL POLE MP-1 30' COMB. LUMIN. 2 ARMS 50' & 57': Signal poles will be measured in units of each and will be paid for at the contract unit price per each. This price shall include pole shafts, mast arms, grounding lugs, handholes and covers, caps, fittings, anchor bases, bolt/nut covers, and identification tags.

FURNISH/INSTALL SIGNAL POLE MP-1 22', 2 ARMS 45' & 55': Signal poles will be measured in units of each and will be paid for at the contract unit price per each. This price shall include pole shafts, mast arms, grounding lugs, handholes and covers, caps, fittings, anchor bases, bolt/nut covers, and identification tags.

PEDESTAL POLE PA-2, 8': Pedestal poles will be measured in units of each and will be paid for at the contract unit price per each. This price shall include caps, breakaway support systems, handholes and covers, grounding lugs, identification tags, anchor bases, and bolt/nut covers.

PUSHBUTTON POST, PA-3: Pushbutton posts will be measured in units of each and will be paid for at the contract unit price per each. This price shall include caps, breakaway support systems, handholes and covers, grounding lugs, identification tags, anchor bases, and bolt/nut covers.

UPS AND SUPPLEMENTAL CABINET: UPS battery backup and supplemental cabinet will be measured in units of each and will be paid at the contract unit price per each. This price shall include all hardware, wiring, connections, equipment, and supplies necessary to install UPS battery backup and supplemental cabinet to existing traffic signal cabinet. The supplemental cabinet shall attach to the existing cabinet and not require an additional concrete pad. The UPS shall be a 4-battery system.

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

ELECTRICAL SERVICE: Electrical service shall be measured in units of each and will be paid at the contract unit price per each. This price shall include all safety switches or breaker boxes (disconnects), service entrance conductor cables from the utility company's service box, conductors to the safety switch and breaker, conduits and fittings, straps and clamps, service entrance heads, and all labor and materials required for installation and modifications to the electrical service. Disconnect switch shall be per VDOT SE-3 Type B (underground service metal pole) Cutler Hammer Model #CH2L70PR.

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

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

The bidder agrees to complete the entire work within **one hundred twenty (120) 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 PROPOSAL ON DIFFERENT TYPE OF CONSTRUCTION THAN ONE CALLED FOR, IT SHALL BE ENCLOSED ON A SEPARATE SHEET.

Bid Bond # _____

BID BOND

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

_____ as Principal, and _____

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

WHEREAS, the Principal has submitted a bid, dated _____, 20____, **Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane, IFB#2011-1842-2005.**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige 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 Oblige the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Oblige 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.

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

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

CONTRACTOR

BY _____
SEAL

ATTEST:

SURETY

BY _____
SEAL

ATTEST:

Resident Virginia Agent of Surety

Submit with Power of Attorney

Section B

INSURANCE ENDORSEMENTS

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

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

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

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

CG 20 10 10 93

Endorsement

Alternate Employer

WC 00 03 01

Policy Amendment

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

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

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

SCHEDULE

Alternate Employer

Address

State of Special
or Temporary Employment

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

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

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

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's 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: ***Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane, IFB#2011-1842-2005***

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

CONTRACT

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

WHEREAS, the City of Newport News, Virginia, has accepted the sealed proposal of the said contractor to furnish all the labor and equipment and to do and perform all the work necessary to complete the **Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane, IFB#2011-1842-2005**, in the City of Newport News, Virginia, as shown on the plans and specifications hereto attached for the unit prices set forth in the said proposal.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the payments to be made by the City of Newport News, Virginia, as hereinafter set out, the Contractor covenants and agrees with said City of Newport News, Virginia to furnish all labor, tools and equipment and to do and perform in a good and workmanlike manner all and singular all the work in and about the **Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane, IFB#2011-1842-2005**, 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:

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

Invitation for Bid 1 Page
Table of Contents 1 Page
Conditions and Instructions 13 Pages
Reference for Bidders 1 Page
Instructions to Bidders/Offerors 2 Pages
Notice to Contractors 1 Page
Bid 10 Pages
Bid Bond 2 Pages
Insurance Endorsements 4 Pages
Contract 11 Pages
Performance Bond 3 Pages
Labor and Material Payment Bond 4 Pages
Escrow Agreement 5 Pages
Special Traffic Conditions 2 Pages
General Conditions 2 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 one hundred twenty (120) calendar days from Notice to Proceed.**

CONTRACT

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY./UNITS</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
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3	Remove Existing Span Wire Traffic Signal and all related Equipment	1	LS	_____
4	3 Section Traffic Signal Head	7	EA	_____
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12	Relocate Communications Cable	200	LF	_____
13	2" Conduit (Schedule 40 PVC)	85	LF	_____
14	3" Conduit (Schedule 40 PVC)	10	LF	_____
15	Trench Excavation ECI-1	52	LF	_____
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18	Sign Panel (On Signal Pole)	8.5	SF	_____
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22	3M Opticom Preemption Unit (Selector)	1	EA	_____
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Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY./UNITS</u>		<u>UNIT COST</u>	<u>TOTAL COST</u>
24	Video Detection Equipment	1	EA	_____	_____
25	Concrete Foundation PF-1	2	EA	_____	_____
26	Furnish/Install Pole MP-1 30' Comb. Lumin, 2 Arms 50' & 57'	1	EA	_____	_____
27	Furnish/Install Pole MP-1 22', 2 Arms 45' & 55'	1	EA	_____	_____
28	Pedestal Pole PA-2, 8'	2	EA	_____	_____
29	Pushbutton Post PA-3	2	EA	_____	_____
30	UPS and Supplemental Cabinet	1	EA	_____	_____
31	Electrical Service	1	EA	_____	_____
				TOTAL BID	=====

CONTRACT

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

GENERAL

All work in this contract including materials and labor shall be in conformance with Virginia Department of Transportation, Road and Bridge Specifications, latest edition and subsequent revisions, current Newport News Standard Specifications as amended, and Newport News Waterworks Distribution Standards as amended, unless otherwise specified.

Absolutely no time extensions or additional monies will be allotted for wet weather conditions, simultaneous work by other utility companies (Dominion Virginia Power, Verizon, Cox Cable, Virginia Natural Gas, Newport News Waterworks, etc.) and other Contractor's working in or adjacent to this project. The Contractor will be expected to work around and with Dominion Virginia Power, Cox Cable and Verizon pole pedestals, lines and fiber optic lines, and Virginia Natural Gas pipelines. The Contractor shall provide overall "as-built" drawings. Contractor shall uncover and locate existing utilities and indicate to City and utility company proper adjustment of the utilities in a conflict situation. The Contractor is responsible for coordinating adjustments to utilities within 40 consecutive calendar days from Council award. The Contractor shall be responsible for providing construction stake-out/surveying. The Contractor shall provide overall "as-built" drawings signed by a Licensed Surveyor. A separate submittal to Waterworks of the waterline "as-builts" shall also be conducted by the Contractor.

Contractor's truck traffic shall not be permitted to run on subgrade at any time. Subgrade damaged by poor construction operations shall be undercut and backfilled at the Contractor's expense. Contractor shall end dump and push sand/stone into place with track equipment except where lime stabilization may be placed.

The Contractor shall also visit the site to verify that his bid reflects all work required to finish the project and provide completely functional roadways, sanitary, water and drainage systems. Quantities on the proposal sheet are estimates. Actual quantities could be more or less than 25%. Contractor shall not be allowed to renegotiate unit prices if actual quantities are different than quantities shown on the proposal sheet. The City reserves the right to delete bid items completely from the contract with no compensation to the Contractor. The demobilization sheets are provided for informational purposes only, actual field conditions shall vary. Contractor is required to provide fill/cut for positive drainage whether it is shown on plans or not.

Contractor shall be responsible for the maintenance of the roadway and protection of the traveling public from possible hazards such as uneven or unmarked pavements and pavement drop-offs both during and following operations until final acceptance of the roadway by the City. The Contractor shall also, by letter initially and then verbally, keep businesses advised of the routing of traffic, closures of traffic ways, driveways or other inconveniences that would alter their access to their property during construction. Contractor shall also advise the United States Post Office and Newport News Solid Waste, Schools, Emergency Operations Center, Jefferson Labs and Canon of Virginia of routing of traffic.

Unless otherwise specified, the Contractor shall be responsible for furnishing all labor, materials,
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Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

hardware, equipment, and incidentals as may be required to complete each item of work as specified on the plans or included in these specifications.

8. Contract Time: All work shall be completed within **120** calendar days from the Notice-to-Proceed date.
9. Liquidated Damages: Contractor shall pay the City the sum of **\$300.00** at each site per day for each calendar day beyond the allotted **120** calendar days for which the project is not complete.
10. The contractor shall be responsible for purchasing all necessary permits as required by the City of Newport News prior to start of construction. Note that the fees will not be waived.
11. Shop drawing submittals shall be provided to the Department of Engineering for review and approval within 21 calendar days of the contract award. A submittal is required for every contract item and no item shall be installed before the City approves the shop drawing.
12. Sequence of Construction: The contractor shall submit for approval a construction schedule detailing day/night/weekend work, phase/sections, traffic control, etc.
13. All work in this contract including materials, labor and equipment shall be in conformance with the Virginia Department of Transportation Road and Bridge Specifications, 2007 edition, and subsequent revisions, and current Newport News Standard Specifications. Any conflicts or apparent ambiguities between these specifications or the plans and bid documents will be resolved at the discretion of the Engineer. All applicable taxes shall be included in the unit bid price.
14. Prior to construction, the contractor shall call MISS UTILITY (toll free at 1-800-552-7001 for location of underground utilities.

LIMITS OF PAYMENT

Each unit price bid shall include all labor, material, and equipment required to complete the work unless otherwise specified or directed by the Engineer.

MOBILIZATION/DEMobilIZATION: Payment shall be a one-time only lump-sum cost and shall include all mobilization and demobilization related to this project. Payment shall be selected on *Section 513 – Mobilization* as specified in the VDOT Road and Bridge Specifications, January 2007. The price shall also include area cleanup and restoration of all disturbed areas to an equal or better than existing condition after completion of the project. **The Contractor is required to obtain and pay for all necessary permits (Right-of-Way, disposal, land disturbing, etc.). The right-of-way permit, land disturbing permit, etc. shall also be included in this bid price. The fees are not waived on this project.**

MAINTENANCE OF TRAFFIC: Payment shall be a one-time only lump-sum price as bid. The price shall include all materials and labor for traffic control, detours, signage, and maintenance of traffic throughout the construction project. All entrances shall have temporary entrance signs in place throughout the project. Price shall include police-guided traffic control and flaggers during any traffic signal outage periods. All materials and equipment provided for this line item shall be installed and maintained in a manor so as to comply with the most current version of the Virginia Work Area Protection Manual, the Manual on Uniform Traffic Control Devices and the City of Newport News Standard Specifications. See Special Traffic Conditions for additional information regarding hours of operation, lane closure and plan submittals. **In addition, the contractor shall submit a traffic control plan for acceptance by the Engineer before commencing work in the right-of-way.**

REMOVE EXISTING SPAN WIRE TRAFFIC SIGNAL: Payment shall be a one-time only lump-sum price as bid. The price shall include removal of all structures and signs included but not limited to signal related items, wooden poles, etc for the construction of this project. This price shall include the disposal as required of debris off site.

TRAFFIC SIGNAL HEAD: Traffic signal head will be measured in units of each and will be paid for at the contract unit price per each. This price shall include mountings, molded terminal blocks, visors, 3-section and 5-section heads with solid backplates and half visors, fittings, realignments, lamps, and optical adjustments of LED modules as required. Per each price shall include salvaging existing traffic signal heads for delivery to the City. Notify the City of Newport News Signal Shop superintendent Roger Hunt at 757-269-2452 at least 48 hours prior to delivery of removed equipment to the City of Newport News signal shop, located at 513 Oyster Point Road.

PEDESTRIAN SIGNAL HEAD, SP-8: Pedestrian signal heads will be measured in units of each and will be paid for at the contract unit price per each. This price shall include mountings, LED indication modules, molded terminal blocks, visors, fittings and realignments.

PEDESTRIAN PUSHBUTTON: Pedestrian pushbuttons will be measured in units of each and will be paid for at the contract unit price per each. This price shall include fittings and sign(s).

HANGAR ASSEMBLY SM-3, ONE WAY: Hangar assemblies will be measured in units of each and will be paid for at the contract unit price per each. This price shall include pipe, brackets, clamps, balance adjusters, tether wire attachments, leveling devices and fittings.

CONDUCTOR CABLES: Conductor cables will be measured in linear feet and will be paid for at the contract unit price per linear foot, type, and size as shown on plans.

RELOCATE COMMUNICATIONS CABLE: Relocate communications cable will be measured in linear feet and will be paid for at the contract unit price per linear foot of cable removed and rerouted. This price shall include, but not be limited to, all labor and materials needed for disconnection of the existing communications cable from the traffic signal controller, removal of the existing communications cable without damaging cable to a fixed point, re-
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Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

installation of communications cable and connection/termination of existing communications cable in existing traffic controller cabinet.

2"-3" CONDUIT: Conduit will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall include conduit bodies, fittings, bonding systems, pull ropes, pull tapes, plastic spacers, No. 8 locator wire when required, pull or splice boxes with an area of 512 cubic inches or less, supports, and protective metal shields. The work shall include the replacement of concrete or pavement disturbed including, but not limited to, sidewalks, driveways, road surface, curb and gutter sections, and controlled fill and topsoil/seeding in disturbed unpaved areas.

TRENCH EXCAVATION ECI-1: Trench excavation will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall include trenching, encasing, backfilling, locator tape, compacting, disposing of surplus and unsuitable material, and restoring existing areas.

2" BORED CONDUIT: Bored conduit will be measured in units of linear feet HDPE and will be paid for at the contract unit price per linear foot for the size specified. The price shall include conduit; fittings; couplings; and, when required, No. 8 locator wire, bonding systems, and pull rope or tape.

JUNCTION BOX, JB-S3: Junction boxes will be measured in units of each and will be paid for at the contract unit price per each. This price shall include concrete collars, frames and covers, tools to remove the cover, ground rods, ground conductors, grounding lugs, knockouts, cable racks, aggregate, excavating, backfilling, compacting, disposing of surplus and unsuitable material, and restoring existing areas.

SIGN PANEL (ON SIGNAL POLE): Proposed traffic sign panels shall be measured in units of square feet and will be paid at the contract unit price per square foot. Sign panel price shall include background sheeting, sign messages, framing units and hangar assemblies, and the installation of proposed sign on signal poles.

INSTALL STREET NAME SIGN PANEL: Install street name sign panel will be measured in units of each and will be paid for at the contract unit price per each. This price shall include the installation of City provided street name signs including all brackets, clamps or fittings necessary to mount the sign and salvaging of the existing street name sign for delivery to the City.

FURNISH AND INSTALL 3M OPTICOM SYSTEM DETECTOR: Furnish and install 3M-Opticom system detector will be measured in units of each and will be paid for at the contract unit price per each. This price includes the installation of the new sensor including all brackets, clamps or fittings necessary to mount the sensor per manufacturer's instructions. New sensor shall be Opticom Detector Model 711.

EMERGENCY VEHICLE PREEMPTION DETECTOR CABLE: Emergency vehicle preemption detector cable will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall include the detector cable and all incidental materials necessary to install and make the connection from the new EVP sensor to the new EVP equipment in the existing controller cabinet.

3M OPTICOM PREEMPTION UNIT (SELECTOR): 3M-Opticom preemption unit (selector) will be measured in units of each and will be paid for at the contract unit price per each. This price shall include all labor and material to integrate the phase selector into a fully functional Opticom Priority Control system. Phase selector shall be the Opticom Model 754 Phase Selector.

VIDEO DETECTION CAMERA: Video detection camera will be measured in units of each and will be paid for at the contract unit price per each. This price includes the camera, the conductor cable (Siamese) from the camera to the controller cabinet, and all necessary mounting arms and brackets for installation of the video detection as indicated on the signal plans.

VIDEO DETECTION EQUIPMENT: Video detection equipment will be measured in units of each and will be paid for at the contract unit price per each. This price includes the installation of the Traficon VIP 3.2 system (or approved equivalent) into the controller cabinet, power supply and monitor, connection of the conductor cable, and set up of the detection zones per the signal plans. All hardware and software necessary for the setup, aiming, focus or adjustments of the cameras shall be included.

CONCRETE FOUNDATION, PF-1: Concrete foundation will be measured and paid for in units of each and will be paid for at the contract unit price per each. This price shall include concrete, reinforcing steel, stub poles, anchor bolts, bolt circle templates, grounding equipment, conduits, excavating, backfilling, compacting, disposing of surplus and unsuitable material, and restoring existing areas.

FURNISH/INSTALL SIGNAL POLE MP-1 30' COMB. LUMIN. 2 ARMS 50'&57': Signal poles will be measured in units of each and will be paid for at the contract unit price per each. This price shall include pole shafts, mast arms, grounding lugs, handholes and covers, caps, fittings, anchor bases, bolt/nut covers, and identification tags.

FURNISH/INSTALL SIGNAL POLE MP-1 22', 2 ARMS 45'&55': Signal poles will be measured in units of each and will be paid for at the contract unit price per each. This price shall include pole shafts, mast arms, grounding lugs, handholes and covers, caps, fittings, anchor bases, bolt/nut covers, and identification tags.

PEDESTAL POLE PA-2, 8': Pedestal poles will be measured in units of each and will be paid for at the contract unit price per each. This price shall include caps, breakaway support systems, handholes and covers, grounding lugs, identification tags, anchor bases, and bolt/nut covers.

PUSHBUTTON POST, PA-3: Pushbutton posts will be measured in units of each and will be paid for at the contract unit price per each. This price shall include caps, breakaway support systems, handholes and covers, grounding lugs, identification tags, anchor bases, and bolt/nut covers.

UPS AND SUPPLEMENTAL CABINET: UPS battery backup and supplemental cabinet will be measured in units of each and will be paid at the contract unit price per each. This price shall include all hardware, wiring, connections, equipment, and supplies necessary to install UPS battery backup and supplemental cabinet to existing traffic signal cabinet. The supplemental cabinet shall attach to the existing cabinet and not require an additional concrete pad. The UPS shall be a 4-battery system.

ELECTRICAL SERVICE: Electrical service shall be measured in units of each and will be paid at the contract unit price per each. This price shall include all safety switches or breaker boxes (disconnects), service entrance conductor cables from the utility company's service box, conductors to the safety switch and breaker, conduits and fittings, straps and clamps, service entrance heads, and all labor and materials required for installation and modifications to the electrical service. Disconnect switch shall be per VDOT SE-3 Type B (underground service metal pole) Cutler Hammer Model #CH2L70PR.

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

Company Name _____

Address _____

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 **Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane, IFB#2011-1842-2005**, 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

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

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

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such.

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

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 **Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane, IFB#2011-1842-2005**, 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

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

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.

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

- 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.

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

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

SPECIAL TRAFFIC CONDITIONS

The following traffic control requirements shall apply:

1. Section 1004.13 "Traffic Control" of our current Standard Specifications (as amended May 1, 1991) shall be applicable on this project. In addition, fluorescent prismatic lens sheeting signs (diamond grade) shall be used in work zones and other work zone improvements. The use of orange encapsulated lens sheeting for construction warning signs is no longer allowed.
2. The Virginia Work Area Protection Manual (dated May 2005) as well as the Manual on Uniform Traffic Control Devices, 2003 Edition, or later shall be used on this project.
3. If assistance from Traffic Operations for such items as "No Parking" signs, traffic signal information, or detector locations, etc. becomes necessary, the Contractor shall give at least forty-eight hours (weekdays) notice in advance. Contact Roger Hunt at (757) 269-2452, weekdays, 7:00 A.M. to 4:00 P.M. for these services.
4. The Contractor shall control the stockpiling of materials and/or spoils so as not to prohibit access to residences or businesses. Lighted, reflectorized plastic drums shall also be provided around any and all materials and/or hazardous locations within the project limits and within the City's right-of-way.
5. Haul routes for spoil removal and/or needed materials (fill, asphalt, rip-rap, etc.) shall be requested in writing (including map) and shall be approved by the Engineer.
6. Local access to homes shall be maintained at all times.
7. The Contractor shall submit a traffic control plan to the Traffic Engineering Division for approval before work shall commence on the project. The City will reserve the right to require modifications to the traffic control plan/or traffic control material placement in the field as conditions change.
8. For streets where two-way traffic is reduced to a single travel lane, a flagging operation shall be required. Certified flaggers shall be properly attired as per the Virginia Work Area Protection Manual, and shall use "Stop/Slow" paddles to control traffic. Flags may be used as a supplemental hand-signaling device only.
9. Work Hour Restrictions:

Warwick Boulevard has work hour restrictions for a single lane closure. The hours when a single lane closure is permitted during the week are 8AM-3PM & 7PM-6AM. The hours when a single lane closure is permitted on the weekend are 7PM-10AM. The closure of multiple lanes will require a review of special work hour restrictions for off-peak, night or weekends only. Additional lane closures shall be approved by the Department of Engineering prior to commencement. Notification to the Engineering Department – Transportation Division for road closures must be given 72 hours prior to closure.

Traffic Signal Mast Arm Conversion: Warwick Boulevard and Mercer Lane

10. Open manholes/valve boxes shall not be left unattended or remain open when work zone traffic control plan set-up is not in place. Work zones shall be clearly delineated and specific hazard areas are to be encircled with reflectorized plastic drums in lieu of Type I or Type II barricades which are not approved for use in the street.
11. Where construction vehicle access routes intersect paved or public roads, provisions shall be made to minimize the transport of sediment by vehicular tracking onto the paved surface. Where sediment is transported into a paved or public road surface, the road surface shall be cleaned thoroughly at the end of each day or as often as directed by the Engineer.
12. The contractor shall “spot” with temporary markings all proposed traffic signal loops detectors, stop bar locations, tapers, gore areas, and pole locations and shall give 48 hours (weekdays) notice to the Transportation Services Division at (757) 926-8611 or Traffic Operations at (757) 269-2450 for inspection before these items are installed in the field.

GENERAL CONDITIONS

DEMOLITION/DISPOSAL

All broken concrete and other deleterious material shall be hauled from the work site and disposed of by the Contractor. The Contractor shall also dispose of excess excavated material after all requirements for fill areas are met. Failure to accomplish this shall call for the Contractor to haul fill material at his expense. All concrete head walls and pipe to be removed shall be hauled to an approved disposal area, along an approved haul route. All disposal cost should be included in the bid price. All surplus soil from excavation shall be disposed of off-site at the Contractor's expense, except where the soil is acceptable for fill in other areas on-site.

CARE OF EXISTING UTILITIES:

A thorough attempt has been made to show the type, size, locations, and number of all utility mains and services on the plans, however, no guarantee is made to the true type, size, locations, and number of such mains and services and shall be investigated and verified in the field by the Contractor before starting work in the area. The Contractor shall notify all owners of utilities, based on his work schedule, to facilitate the protection or the relocation of all operational utilities. Coordination of construction work schedule with utility companies e.g. Virginia Natural Gas, shall be worked out in advance in order to minimize delays. The Contractor shall be held responsible for any damages to, and for maintenance and protection of, existing utilities and structure.

DAMAGE TO EXISTING UTILITIES

Existing utilities shown or not shown on the drawings: It shall be the Contractor's responsibility to conduct the work in such a manner as to avoid damage to or interference with any utilities services shown on the drawings. If such damage, interference, or interruption of service shall occur as a result of his work, then it shall be the Contractor's responsibility to promptly notify the Engineer of the occurrence and to repair or correct it to the satisfaction of the Engineer and the Owner of the utility.

SITE RESTORATION:

All surfaces removed, damaged or disturbed by the Contractor in the work area shall be restored to, equal or better, than the condition in which they existed prior to commencement of the work. Excavated areas shown on the plans to remain exposed ground shall be top-soiled, fertilized, and seeded to match existing adjoining areas.

MAINTAINING DRAINAGE FACILITIES

The Contractor shall be responsible for maintaining adequate drainage to the satisfaction of the Engineer during construction at no additional cost to the City.

PROTECTION OF PROPERTY:

The Contractor shall protect all private property adjacent to the project limits and shall restore any property damaged during construction. The Contractor shall also maintain access to all property and provide temporary drives and/or walks as directed by the Engineer. No specific payment shall be made for this work, as it shall be included in other pay items as incidental work.

The Contractor may enter into agreement with individual property owners for the use of private property. These agreements shall be between the Contractor and the private property owner and shall not include the City. Any damage or restoration done by the Contractor during the use of private property through such an agreement shall be at the sole cost and responsibility of the Contractor.

AUTHORITY OF THE ENGINEER:

The Contractor shall perform all of the work specified herein under the general direction and to entire satisfaction, approval, and acceptance of the Engineer. The Engineer shall decide all questions relating to measurements of quantities, the character of the work performed and as to whether the rate of progress will insure completion within the contract time. All questions as to the meaning of the specifications will be decided by the Engineer and he shall have the authority to stop the work if necessary to insure its proper execution.

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