



## INVITATION FOR BIDS

City of Newport News

IFB# 2011-3362-2005

December 3, 2010

Purchasing Department, Office of the Purchasing Director

4<sup>th</sup> Floor, City Hall, 2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8031/ Fax: (757) 926-8038

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

### LED STREETLIGHTS INSTALLATION ON JEFFERSON AVENUE AND HARPERSVILLE ROAD

Sealed bids subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4<sup>th</sup> Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia 23607, until the time and date shown below (local prevailing time), for furnishing the items or services described in the bid.

**SCOPE OF WORK** – Includes the installation of LED (Light Emitting Diodes) streetlights on Jefferson Avenue between Dresden Drive and Newport Avenue, and on Harpersville Road between Jefferson Avenue and Terrace Drive as detailed on drawings. The project will install the conduits, junction boxes, foundations, control box, circuit breakers, poles, arms, and attach fixtures on arms and conduct all related work. The streetlights will be energized at the end of the project by connecting the circuit to the meter base.

**Optional Site Visit:** 2:00 p.m., December 13, 2010 at the intersection of Jefferson Ave and Harpersville Rd (CVS Pharmacy parking lot)

**Bid Due:** 2:00 p.m., December 28, 2010

**Contract Officer:**

Shari D. Colvin, CPPB, VCO, Deputy Director, [scolvin@nngov.com](mailto:scolvin@nngov.com) and Brenda Vines, Assistant Buyer, [bvines@nngov.com](mailto:bvines@nngov.com)

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

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

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

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

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

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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## **Section A**

## CONDITIONS AND INSTRUCTIONS

Rev: 10/08/2010

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services 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 bid may be deemed non-responsive. 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 goods 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 goods and/or services quoted at the prices stated and in accordance with the conditions of the 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 goods and/or services 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 business days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
7. If issued, addenda to this solicitation will be posted on the Purchasing Department's website ([www.nngov.com/purchasing](http://www.nngov.com/purchasing)). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
8. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the

document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.

9. Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing) or [www.demandstar.com](http://www.demandstar.com).

10. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
11. Prices shall be stated in units of quantity specified. No additional charges shall be passed on 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 goods and/or services 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 goods and/or services desired. The goods and/or services 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 goods and/or services other than as specified, bidder

shall furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the goods and/or services he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services 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 a responsible officer or employee having the authority to sign for the firm. The bidder agrees that its contract performance will be in strict conformance with the contract documents.
19. By signing this bid, the bidder assigns to the City any and all rights that it 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 or firm submitting a bid for the same goods and/or services 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. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
21. **Hold Harmless and Indemnification:** The contractor shall defend, indemnify and hold the City, and City's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the City, City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the contractor or any of the contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the contractor. Unless otherwise provided by law, the contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages,

compensation, or benefits payable by or for the contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

22. The contractor agrees to defend and save the City, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
23. The contractor shall keep 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.
24. **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 a unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.**
25. 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.

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

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month

period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

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

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

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

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

"Licensed Class A Virginia Contractor No. \_\_\_\_\_."

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

"Licensed Class C Virginia Contractor No. \_\_\_\_\_."

27. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
28. **Payment Terms:**
- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
  - b) Payment terms shall be considered in determining the low bidder.
  - c) Discount period shall be computed from the date of proper receipt of the contractor's correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

- d) The payment terms stated herein must appear on the contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)
- 29. In event of default by the contractor, the City reserves the right to procure the goods and/or services and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
- 30. 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, shall be made within the time period set forth in Chapter 2, divisions 4 and 5, of the City Code.
- 31. **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.**
- 32. The City has a directory of Newport News Small, Women-owned and Minority (SWAM) businesses. The directory is available at [www.nngov.com/purchasing](http://www.nngov.com/purchasing).
- 33. **\*The Virginia Department of Transportation, Hampton Roads District Office of Civil Rights, has established a goal of three (3) % DBE participation for this project.**
- 34. This public body does not discriminate against faith based organizations.
- 35. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:
  - (a) It 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 federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available

to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- (b) The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

- 36. 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.

- 37. **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- 38. **Governing Law and Venue:** This solicitation and any resulting contract is subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
- 39. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, 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 contract shall be valid and enforced to the full extent permitted by law.

40. **Termination by the City or the Contractor, or both, for convenience (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):**

The parties may terminate the contract at any time by mutual written agreement.

In addition, if the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination. Written notice of termination shall be given to the other party a minimum of sixty (60) days prior to its effective date.

41. **Termination for Cause (Not applicable to contracts subject to the Department of Engineering Standard dated August 1, 1983, as amended, or the Department of Public Utilities “General Conditions”):**

In the event that the contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

42. **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 \$100,000.00 for the bid to be acceptable.
43. **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 the forms provided by the City, unless otherwise approved by the 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 be satisfactory to the City.

44. **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 contracting officer. Violation may result in a determination that your firm is ineligible for award.**
45. 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.
46. 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.
47. **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, 8<sup>th</sup> 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.**
48. **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.

49. **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.
50. **Insurance:** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer, must be included with the Certificate of Insurance. **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

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

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

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

51. 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.

52. 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, and may result in debarment of the contractor for a period of up to three years. Termination or debarment of the contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
53. **Records and Inspection:** The contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days notice to contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
54. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the contractor, or the waiver by the City of any provision under this contract including any obligation of the contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
55. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
56. **Independent Contractor:** The contractor and any employees, agents, or other persons or entities acting on behalf of the contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
57. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by the Department of Purchasing, the contract documents shall control.

In the event of a conflict between the Department of Engineering Standard Specifications dated August 1, 1983, as amended, and the contract documents (including the General

and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

In the event of a conflict between the Department of Public Utilities “General Conditions” and the contract documents (including the General and Special Conditions), the contract documents shall control unless otherwise provided. In addition, Special Conditions take precedence over General Conditions.

58. **Change Orders and Extra Work:** All change orders and extra work will follow CFR635.120-121.
59. **\*The Virginia Department of Transportation, Hampton Roads District Office of Civil Rights, has established a goal of three (3) % DBE participation for this project.**
60. **Claim:** Participation in contract claim awards and settlements will follow CFR635.124.
61. **Progress Payments:** Participation in progress payments to follow CFR635.122.
62. **Subcontracting:** Subcontracting and contractor responsibilities to follow CFR635.116.
63. **Termination of Contract:** Termination of contract to follow CFR635.125.
64. **Contractor Schedule:** Contractor to submit progress schedule that follow VDOT 2007 Road and Bridge Specification section 103.06 and 108.03.
65. **Specifications: This contract and construction shall be in accordance with 2007 VDOT Road and Bridge Specifications and 2008 VDOT Road and Bridge Standards. Both VDOT Road and Bridge Specifications and Standards are available on VDOT web page or for purchase from VDOT.**
66. **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 six (6) months or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor’s award amount. **Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the acts or omissions of the City due to causes within the City’s control, the above waiver or release shall not apply.**

**OPTIONAL PROJECT SITE VISIT:**

The project location covers the stretch of Jefferson Avenue from Dresden Drive to Newport Avenue, stretch of Harpersville Road between west of Jefferson Avenue to Hampton Road Center Parkway, and stretch of Terrace Drive between Antrim Drive and Cardinal Lane.

Bidders may attend an optional site visit to ascertain all the conditions that may affect the performance or progress of the work. This optional project site visit is not an opportunity to ask questions. All the questions that bidders may have need to submit in writing through Department of Purchasing ([scolvin@nngov.com](mailto:scolvin@nngov.com) and [bvines@nngov.com](mailto:bvines@nngov.com)).

The optional site visit will commence at 2:00 PM, December 13, 2010 at the corner of Jefferson Avenue and Harpersville Road (meet in the CVS Pharmacy parking lot).

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

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

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

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

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

**IFB #2011-3362-2005**

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

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

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

EXCEPTION PAGE

EXCEPTIONS:

Bidder must sign the appropriate statement below, as applicable:

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

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

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

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

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

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

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

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

Payment terms shall be considered in determining the low bidder.

**BID RESULTS**

Bid results will be made available by visiting our web site:

<http://www.nngov.com/purchasing> or [www.demandstar.com](http://www.demandstar.com)

**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 streetlight installation or electrical projects 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 familiar with the installation of conduits, electrical, and streetlights. 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 OF BIDDERS**

### BIDDER RESPONSIBILITIES:

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

Affirm.A: Rev. 2/7/97

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

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

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

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

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

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

## **NOTICE TO CONTRACTORS**

Sealed bids will be received by the Department of Purchasing of the City of Newport News, Virginia on the 4<sup>th</sup> Floor, City Hall Building, 2400 Washington Avenue, no later than **December 28, 2010 at 2:00 p.m. for STREETLIGHTS-Jefferson Avenue and Harpersville Road.**

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, [scolvin@nngov.com](mailto:scolvin@nngov.com) and copy Brenda Vines, Assistant Buyer, [bvines@nngov.com](mailto:bvines@nngov.com) ***All bid questions must be received by 1:00p.m., December 15, 2010.***

**SCOPE OF WORK:** Includes the installation of LED (Light Emitting Diodes) streetlights on Jefferson Avenue between Dresden Drive and Newport Avenue, and on Harpersville Road between Jefferson Avenue and Terrace Drive as detailed on drawings. The project will install the conduits, junction boxes, foundations, control box, circuit breakers, poles, arms, and attach fixtures on arms and conduct all related work. The streetlights will be energized at the end of the project by connecting the circuit to the meter base provided by Dominion Virginia Power.

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 Bidders and suppliers at the Office of the Department of Engineering, 8<sup>th</sup> Floor, City Hall Building, Newport News, Virginia, telephone (757) 926-8611 for a non-refundable fee of **\$15.75** including tax per copy or by free download from the website, [www.nngov.com/purchasing](http://www.nngov.com/purchasing). If the Bidder 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

*LED STREETLIGHT INSTALLATION AT JEFFERSON AVENUE AND HARPERSVILLE ROAD*

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

Dear Sir:

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

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

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

**STREETLIGHTS INSTALLATION ON JEFFERSON AVE AND HARPERSVILLE RD**  
**Bid Price**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Traffic Control	LS	1		
2	Mobilization and Demobilization	LS	1		
3	Install #4 THWN CU in conduits	LF	42,000		
4	Install #10 Bare CU in conduits	LF	14,000		
5	Install #12 THWN CU in streetlight poles and arms	LF	8,800		
6	Install #8 Bare CU wire in conduit	LF	25		
7	Install #3 THWN CU in conduit	LF	25		
8	Install 600kcmil in conduit	LF	15		
9	5/8"X8' CU clad steel ground rod	ea	92		
10	Junction Box, VDOT JB -S3	ea	4		
11	Junction Box, VDOT JB- S1	ea	8		
12	1 1/2" Schedule 80 HDPE conduit under paved surfaces	LF	8000		
13	1 1/2" Schedule 80 PVC conduit in green areas	LF	6000		
14	4" Schedule 80 PVC conduit at cabinet station	LF	50		
15	Cabinet foundation, VDOT CF-2	L/S	2		
16	4'X5'X1.5' Control Center	ea	1		
17	120/208 150A MLO circuit breaker panel/w 6, 35A, 3P breakers and 2, 20A 1P breakers SE-9 Type A	ea	1		
18 (a)	Beta LEDway 221W fixture on 8' arm on 35' (AFG) fiberglass direct-buried pole on mechanically excavated foundation	ea	46		
18 (b)	Beta LEDway 221W fixture on 8' arm on 35'(AFG) fiberglass direct-buried pole on non-mechanically excavated foundation	ea	12		
19 (a)	Beta LEDway 140W fixture on 8' arm on 35' (AFG) fiberglass direct-buried pole on mechanically excavated foundation	ea	2		
19 (b)	Beta LEDway 140W fixture on 8' arm on 35' (AFG) fiberglass direct-buried pole on non-mechanically excavated foundation	ea	2		
20 (a)	Beta LEDway 113W fixture on 6' arm on 30' (AFG) fiberglass direct-buried pole on mechanically excavated foundation	ea	4		
20 (b)	Beta LEDway 113W fixture on 6' arm on 30' (AFG) fiberglass direct-buried pole on non-mechanically excavated foundation	ea	1		
21	<b>Supply only</b> 221W Beta LEDway	ea	14		
22	<b>Supply only</b> 113W Beta LEDway	ea	2		
				<b>Total Bid:</b>	

**GENERAL**

Unless otherwise specified, the Contractor shall be responsible for furnishing all labor, materials, hardware, equipment, and incidentals as may be required to complete each item of work as specified on the plans or included in these specifications. All work shall be in conformance with the latest editions of the City of Newport News' Standard Specifications and Design Criteria Manual, the Virginia Department of Transportation Road and Bridge Specifications, the Illumination Engineering Society of North America. All applicable taxes shall be included in the unit bid price.

1. Contract Time: The Contractor shall complete all the work within 120 calendar days from the Notice-to-Proceed date. However, the Bid items numbers 21 and 22, shall be supplied within 45 calendar days from the Notice-to-Proceed date.
2. Liquidated Damages: shall pay the City the sun of **\$300.00** 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 fees will not be waived.
4. The Contractor shall coordinate with Miss Utility (toll free) at 1-800-552-7001 prior to construction. During construction, the Contractor shall make every effort as much as practicable to avoid any conflict with any utilities.
5. Sequence of Construction: The Contractor shall submit for approval a construction schedule detailing day/night/weekend work, phase/sections, traffic control, etc.
6. The Contractor shall submit shop drawings for the materials such as LED luminaires, control center, junction boxes, poles etc before ordering and installations.
7. The Contractor shall initially by letter and then verbally, keep residents and business owners situated immediately adjacent to the project advised of the re-routing of traffic, driveway closures and/or any other inconveniences that would alter the access to their property. Driveway entrances shall be accessible at all times during the project. No weekend or night work will be permitted without City approval that has been garnered at least 72 hours in advance. Furthermore, the project will be subject to the requirements of the **Special Note** contained in the Conditions and Instructions of this document.

## **LIMITS OF PAYMENT**

### **TRAFFIC CONTROL**

Payment shall be a lump-sum price as bid. The price shall include the placement, maintenance, relocation (as directed by the Engineer) and removal of all signs, sign supports, portable changeable signs, cones, flaggers, drums, barricades, arrow boards, detour, channelizing devices, etc. required to complete the project. The lump-sum price includes all costs associated with notifying the City of Newport News, residents and businesses as required. The price shall include all materials and labor for traffic control, detours, signage, and maintenance of traffic throughout the construction of the project. All traffic control devices required to complete the project shall be according to the current Manual on Uniform Traffic Control Devices, the Virginia Work Protection Manual and the Engineering Department, Transportation Division requirements. The lump-sum price also includes all costs for the preparation of Traffic Control Plans prepared by the required for alternative construction sequencing needed to accommodate field conditions.

### **MOBILIZATION/DEMobilIZATION**

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

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

### **CONDUCTORS INSTALLATION**

Payment shall be at the unit price bid per linear feet to include all costs for labor, materials, hardware, equipment, services, and incidentals required for running inside PVC or HDPE conduits, or poles and arms. The unit price shall include, but not be limited to, running conductors as specified in bid items, making necessary circuit connections to the new wires or existing wires, and securing the terminals with weather proof splices that meet ANSI C119.4 requirements. Quantity shall be based on field measurements made by the Project Inspector.

All conductors shall be installed in a neat and workmanlike manner, with care being taken that conductors are not kinked, scarred, or damaged during installation. All the wires and cables shall be of annealed copper with 600 volts insulation. All branch circuit, feeder and control wiring shall be color coded in accordance with NEC. At least 6 inches of free conductor shall be left in each outlet- or junction- box for making up joints and making connections to fixtures, devices or equipment. Conductors shall be continuous from outlet to outlet, and no splices shall be made except within outlet or junction boxes. Conductors shall be pulled by hand and without aid of block and tackle or other mechanical device. Only approved pulling compounds which will in no way damage the insulation on the conductors or hasten its aging may be used to facilitate pulling of wire into conduit. Where several feeders pass through a common pull box or junction box, the feeders shall be tagged to indicate clearly their electrical characteristics, circuit number, and panel designation. This same information shall be permanently marked on cover of the box.

### **CLAD STEEL GROUND ROD**

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required for installing ground rod. The unit price shall include, but not be limited to, installing the rods as specified in drawing, making necessary connections with #12 THWN copper grounding wire. Quantity shall be based on field count made by the Project Inspector. Copper clad steel, minimum 27% copper by weight and dimensions shall be 5/8-inch diameter by 8 feet long. Splices in grounding conductors are not permitted. Weld buried ground connections exothermally, in accordance with manufacturer's recommendations. Clean and coat with coal tar epoxy applied with a 32 mils dry film thickness using multiple coats. Allow drying between coats and before backfilling. The rods shall be encapsulated with epoxy resin, all buried ground connections of grounding electrode conductors. Use terminal lug to connect grounding conductor to equipment enclosure. Secure connector or terminal lug to the conductor so as to engage all strands equally by using tools and pressure recommended by the manufacturer. Exothermally weld connections for ground rods in manholes and handholes.

### **JUNCTION BOXES**

Payment shall be at the unit price bid per each junction box installed completed in accordance with plans and specifications. The work shall include the replacement of concrete or pavement disturbing, including but not limited to, sidewalks, driveways, road surface, earthwork, junction boxes placement, concrete collar, frames and covers, connecting the conduits properly, filling and topsoil/seeding in disturbed unpaved areas etc. The junction boxes shall be in accordance to the VDOT Std. JB-S3 and VDOT Std. JB-S1. The both boxes shall have traffic rated secure cover of H-20 and marked with "ELEC" top as specified in VDOT specifications.

## **HDPE CONDUITS**

Payment shall be at the unit price bid per linear foot to include all costs for labor, materials, hardware, equipment, services, and incidentals required for running Schedule 80 high-density polyethylene (HDPE) conduits. The cost shall include, but not limited to, all materials, labor, excavation, equipments, boring under the roadways, necessary fittings, connecting to junction boxes, properly joining to each as required to making it ready to run the designed wires.

The manufacturer and the Contractor shall use equipment and methods adequate to protect pipe, joint elements, storage and handling. When there is reasonable doubt as to the structural strength or water tightness of damaged sections, those sections will be rejected and replaced at the Contractor's expense. HDPE conduits shall be manufactured to ASTM F 2160 and NEMA TC 7. Payment shall be based on field measurement by the Project Inspector.

The cost shall also include two pull ropes (one spare and one for the immediate use) in the unit price. Conduits shall be buried minimum of 18" in accordance with VDOT Std. ECI-1.

## **PVC CONDUITS**

Payment shall be at the unit price bid per linear foot to include all costs for labor, materials, hardware, equipment, services, and incidentals required for running Schedule 40 Polyvinyl Chloride (PVC) conduits. The cost shall include, but not limited to, all materials, labor, trenching (using machine or manual) or boring, equipments, connecting to manholes and junction boxes, fittings, filling and topsoil/seeding in disturbed unpaved areas as required. All conduit entering or leaving outlet, junction boxes, and cabinets and all conduit stubs shall have bushings. Insulating bushings shall be provided where required by NEC. Changes in direction of runs shall be made with symmetrical bends or PVC fittings. Flexible conduit shall be used to connect all equipment subject to vibration. Payment shall be based on field measurement by the Project Inspector.

The cost shall also include two pull ropes (one spare and one for the immediate use) in the unit price. Conduits shall be buried minimum of 18" in accordance with VDOT Std. ECI-1.

## **CABINET FOUNDATION, VDOT CF-2**

Payment shall be lump-sum to include all costs for labor, materials, hardware, equipment, services, and incidentals to cast concrete pad to mount control cabinet. The unit price shall include, but not be limited to, earthwork, filling, formwork, concrete admixtures, mixing, casting, placing conduits and bolts in place as required, finishing etc. The foundation and concrete pad foundation and concrete works shall be in accordance with VDOT Std. CF-2 and the city's Design Criteria Manual.

## **CONTROL CENTER**

Payment shall be at unit price per each to include all costs for labor, materials, hardware, equipment, service, and incidentals required. The unit price shall include, but not limited to,

cabinet and its installations, configured panelboard, as specified below and shown on the drawings.

**Cabinet:** Cabinet shall be zinc-coated sheet steel, constructed with outer dimensions of 4' X 5' X 1.5' to accommodate equipment housed there in, surface mounted as indicated. This panel enclosure shall be a NEMA 12 type enclosure fabricated of 10 gauge steel with continuously welded seams. Cabinet shall be well gasketed with neoprene and shall be equipped with a heavy-duty 3-point latching mechanism. The enclosure cabinet also shall include a NEMA twistlock photo control that is connected with the circuit in the control panel. Cabinet shall have a document pocket to hold 11X17 size folded drawings showing circuit details, and drawings shall be provided clear plastic sleeve.

Cabinet shall have ventilated openings with louvers inside and out and be equipped with an insect screen. The cabinet shall be provided with minimum of four interior mounted studs and necessary hardware for "in" and "out" adjustment of panel interior. Cabinet doors shall have concealed butt hinges welded to the doors and trims. Cabinet trims and doors shall be thoroughly cleaned and painted at the factory with primer and zinc paint.

**Panelboard:** Panelboard shall be in accordance with UL, NEMA, NEC, and as shown on the drawings. All components of panelboard shall be the standard manufactured products. All panels shall be dead front safety type. Arrange sections for easy removal without disturbing other sections. Panelboard shall be completely factory assembled with molded case circuit breakers. Panel shall have main lugs, bus size, voltage, phase, top or bottom feed, and surface mounting as scheduled on the drawings.

Panelboard shall have the following features:

1. Full size copper bus bars and connection straps bolted together and rigidly supported on molded insulators. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of branch circuit devices.
2. Full size neutral bar, mounted on insulated supports.
3. Ground bar with sufficient terminals for all grounding wires.
4. Buses braced for the available short circuit current, but not less than 22,000 amperes symmetrical.
5. All breakers and phase bus connections shall be arranged so that it will be possible to substitute a 2-pole breaker for two single pole breakers, and a 3-pole breaker for three single pole breakers, when trip is 30 amps or less and frame size is 100 amperes or less, without having to drill and tap the main bus bars at bus straps.
6. Design interior so that protective devices can be replaced without removing adjacent units, main bus connectors, and without drilling or tapping. Panel phase bus connections to protective devices shall not be riveted to the panel bus and shall be field removable by means of a screw or nut driver.
7. Where designated on panel schedule as "space", include all necessary bussing, device support and connections. Provide blank cover for each space.
8. Series rated panelboard are not permitted.

**CIRCUIT BREAKER – 120/208 150A, MLO PANEL WITH 6, 35A, 3P BREAKERS AND 2, 20A 1P BREAKERS, FUSE DISCONNECT SWITCH (VDOT SE-9 TYPE A)**

Payment shall be at unit price per each to include all costs for labor, materials, hardware, equipment, service, and incidentals required. The unit price shall include, but not limited to, cabinet and its installations, configured circuit breaker, as specified below and shown on the drawings. The installations shall be in accordance with VDOT Std. SE-9A.

Breakers shall be UL listed and labeled, in accordance with the NEC, as shown on the drawings, and as specified. Circuit breakers in panelboard shall be bolt on type on phase bus bar or branch circuit bar. Molded case circuit breakers for lighting circuit panelboard shall have minimum interrupting rating as indicated. Molded case circuit breakers shall have automatic, trip free, non-adjustable, inverse time, and instantaneous magnetic trips for 100 ampere frame or less.

Breaker features shall be as follows:

1. A rugged, integral housing of molded insulating material.
2. Silver alloy contacts.
3. Arc quenchers and phase barriers for each pole.
4. Quick-make, quick-break, operating mechanisms.
5. A trip element for each pole, thermal magnetic type with long time delay and instantaneous characteristics, a common trip bar for all poles and a single operator.
6. Electrically and mechanically trip free.
7. An operating handles which indicate ON, TRIPPED, and OFF positions.
8. Line connections shall be bolted.
9. Interrupting rating shall not be less than the maximum short circuit current available at the line terminals as indicated on the drawings.
10. An overload on one pole of a multipole breaker shall automatically cause all the poles of the breaker to open.
11. Disconnect switch shall be of 400A, 240V, 3P, NEMA 4, Fused at 100A.

**BETA LEDway STREETLIGHT INSTALLATIONS**

Payment shall be at unit price per each to include all costs for labor, materials, hardware, equipment, service, and incidentals required. The unit price shall include, but not limited to, streetlight poles, arms, Beta LEDway fixtures, excavation, installation in place, fill and topsoil/seedling. The new streetlight locations shall be staked and field verified by Department of Engineering before construction. The arm shall be placed perpendicular to the roadway; the nadir point shall be located at the same length from the base of pole as of the length of arm used, and the luminaire at the heights as specified herein. All the connections at the terminals shall be secured with weather proof splices that meet ANSI C119.4 requirements.

The planned location for streetlight may contain underground utilities. As shown on the Bid Price, the bid shall include the separate costs for the mechanically dug or non-mechanically dug foundations and the Contractor is responsible for avoiding any conflict with any such utilities as much as practicable.

**LUMINAIRE SPECIFICATION:**

Specifications listed below refer to the minimum requirements regarding light output, structural integrity, and warranty. The luminaires shall be in BLD-STR-LWY-2M-HT series of Beta LED by RUUD Lighting that meets the requirements as specified herein, or approved equal.

**GENERAL CONSTRUCTION:** Luminaire housing components shall be die-cast aluminum. LED panels/arrays and power supply shall be housed in an enclosure with an ingress protection rating minimum of IP65. Housing shall be in silver color. Luminaire shall be designed to slip fit a standard mast arm with five (5) degrees of adjustment for leveling and arm shall comply with ANSI C136.10-1995.

**ELECTRICAL AND LIGHTING CHARECTERISTICS:** Luminaire shall operate at input wattage as specified herein and a specific drive current shall be in the range of 500mA to 550mA. All wiring connections within the luminaire shall be insulated permanent crimped compression or locking type quick disconnect terminals. Luminaire testing shall be in accordance with IESNA LM-79-08 and LM80-08 conducted by accredited testing lab. Submittals shall include reports. Correlated Color Temperature (CCT) of LED array output shall be of a specific temperature in the range of 4,500 to 6,000 degrees Kelvin. LED array Color Rendering Index (CRI) shall be minimum of 70. The luminaire shall have a minimum initial efficacy of 55 lumens per input wattage.

**PHOTOMETRIC DISTRIBUTION:** Luminaire distribution classification shall be IES type II Medium Longitudinal Cutoff. Total uplight as defined in IESNA TM-15-07 shall be up to U1.

**WARRANTY:** Minimum five year warranty required covering defects in material or workmanship for housing, electrical components, and LED arrays. The warranty period shall start at the date of acceptance by the City. The manufacturer shall supply a written confirmation with the warranty terms and the contact information. The warranty components or replacement shall be readily available within a normal lead time.

**POLE AND ARM SPECIFICATION:** Pole shall be made of fiberglass, gray in color, tapered towards its height with provisions for conductor entrance below grade, handhole with cover above grade and removable cap at the top.

The center to center distance between sub-grade opening (2" diameter) and handhole (2.5"X5") shall be 18" and pole shall be buried 5 feet below grade. Pole shall have 9.5" bottom diameter and 4.5" top diameter. Pole will be buried directly as specified by manufacturer. Pole shall be made in compliance with ASTM D 4923 and ANSI C136.20.

Arms shall be made of galvanized steel with the arm. The length of the arms shall be as specified in the bid price items. The luminaires shall be attached to the arms such that the luminaires are thirty (30) feet above the ground.

**INSTALLATIONS:** Use web fabric slings (not chain or cable) to raise and set poles. Secure poles level, plumb, and square. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not

indicated, use those specified in UL 486A and UL 486B. Verify normal operation of lighting units after installing luminaires and energizing circuits from normal power source. The Contractor, together with the Department of Engineering staff, shall measure light intensities at night with NIST standard photometer. Shall any fixture, component, or pole malfunction, replace or repair, then retest. Repeat procedure until problem is solved properly.

The Contractor shall also place ½” expansion material around the pole where the pole is installed at concrete (i.e. sidewalk, driveways etc.) place. Pole installation also shall include the cost of smooth-edged breaking of concrete where applicable (i.e. sidewalk, driveways etc.) to install conduits and poles.

Non-mechanically installed poles shall be in compliance with the excavation methods set by Miss-Utility for excavation in adjacent to the marked utilities.

### **BETA LEDway STREETLIGHTS SUPPLY ONLY**

Payment shall be at unit price per each to include all costs for labor, materials, hardware, equipment, service, and incidentals required. The unit price shall include, but not limited to, streetlight poles, arms, Beta LEDway fixtures, excavation, installation in place, fill and topsoil/seeding. The new streetlight locations shall be staked and field verified by Department of Engineering before construction. The arm shall be placed perpendicular to the roadway; the nadir point shall be located at the same length as of the arm used from the base of pole, and the luminaire at the heights as specified herein. All the connections at the terminals shall be secured with weather proof splices that meet ANSI C119.4 requirements.

### **LUMINAIRE SPECIFICATION:**

Specifications listed below refer to the minimum requirements regarding light output, structural integrity, and warranty. The luminaires shall be in BLD-STR-LWY-2M-HT series of Beta LED by RUUD Lighting that meets the requirements as specified herein, or approved equal.

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**ELECTRICAL AND LIGHTING CHARECTERISTICS:** Luminaire shall operate at input wattage as specified herein and a specific drive current shall be in the range of 500mA to 550mA. All wiring connections within the luminaire shall be insulated permanent crimped compression or locking type quick disconnect terminals. Luminaire testing shall be in accordance with IESNA LM-79-08 and LM80-08 conducted by accredited testing lab. Submittals shall include reports. Correlated Color Temperature (CCT) of LED array output shall be of a specific in the range of 4,500 to 6,000 degrees Kelvin. LED array Color Rendering Index (CRI) shall be minimum of 70. The luminaire shall have a minimum initial efficacy of 55 lumens per input wattage.

**PHOTOMETRIC DISTRIBUTION:** Luminaire distribution classification shall be IES type II Medium Longitudinal Cutoff. Total uplight as defined in IESNA TM-15-07 shall be up to U1.

**WARRANTY:** Minimum five year warranty required covering defects in material or workmanship for housing, electrical components, and LED arrays. The warranty period shall start at the date of acceptance by the City. The manufacturer shall supply a written confirmation with the warranty terms and the contact information. The warranty components or replacement shall be readily available within a normal lead time.

LED STREETLIGHT INSTALLATION AT JEFFERSON AVENUE AND HARPERSVILLE ROAD



LED STREETLIGHT INSTALLATION AT JEFFERSON AVENUE AND HARPERSVILLE ROAD

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

The bidder agrees to complete the entire work within **one hundred twenty (120) calendar days** from date of Notice to Proceed.

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

## **Section B**

## **INSURANCE REQUIREMENTS**

**Insurance:** The bidder/offeror shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, its officials and employees, 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 workers' compensation laws.

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

Prior to commencement of services, the bidder/offeror shall furnish the City with the following separate endorsements, and a certificate of insurance showing all required insurance coverage with companies licensed to do business in Virginia. A separate endorsement to the general liability policy shall be provided in which the City is designated as an "Additional Insured." In addition, a separate endorsement to the workers' compensation policy shall be provided in which the City is designated as an "Alternate Employer."

Sample forms CG 20 10 (designating the City as Additional Insured for liability claims) and WC 00 03 01(2005 ed.) (designating the City as an Alternate Employer for workers' 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.

Certain providers of professional services (including but not limited to architects and engineers) shall also furnish a certificate of insurance showing professional liability insurance with companies licensed to do business in Virginia, prior to the commencement of services.

The bidder/offeror 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/offeror, and hold the original contractor liable for excess costs. All insurers providing the above coverage shall give the City thirty (30) days advance written notice in the event of any non-renewal or cancellation of such insurance (10 days notice for non-payment of premium). As confirmation thereof, the City must be furnished either a policy endorsement specifically providing for such notice (copies of three sample endorsements attached), or a copy of the policy language that gives the City such assurance, or a statement on the insurance agent's, broker's, or insurer's letterhead that the City shall be given such notice.

### **TYPE INSURANCE COVERAGE**

### **LIMITS**

1. Workers' Compensation Employer's Liability	Statutory
Bodily Injury by Accident	\$100,000.00 each accident
Bodily Injury by Disease	\$100,000.00 each employee
Bodily Injury by Disease	\$500,000.00 policy limit
2. Comprehensive General Liability	\$1,000,000.00 combined single limit each occurrence
	\$2,000,000.00 aggregate
3. Automobile Liability (Owned, hired, leased, and borrowed Vehicles)	\$100,000.00 combined single limit each occurrence
4. Professional Liability (if applicable)	\$200,000.00 combined single limit each occurrence
	\$200,000.00 aggregate

**This insurance coverage supersedes any conflicting insurance coverage and limits in the Department of Engineering 1983 Standard Specifications.**

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR S (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.**

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>
----------------	-------------------	-----------------

<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>
-----------------	-----------------------

**SCHEDULE**

Alternate Employer

Address

State of Special  
or Temporary Employment

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

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

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

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

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

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

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

# WORKER'S COMPENSATION

## CERTIFICATE OF COVERAGE

Section 11-46.3, Code of Virginia, requires construction s and subs 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: **STREETLIGHT INSTALLATION AT JEFFERSON AVENUE  
AND HARPERSVILLE ROAD**

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

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

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

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

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

NOTICE ENDORSEMENT

Policy Number:

IL 60 05 VA 01 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MATERIAL COVERAGE CHANGE OR CANCELLATION  
NOTIFICATION – CERTIFIED MAIL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTOR PROTECTIVE LIABILITY PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Name of additional Insured Person(s) Or Organization(s) and mailing address:	Location And Description Of Project
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607	

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.

IL 60 05 VA 01 10

Page 1 of 1

NOTICE ENDORSEMENT

Policy Number:

WC 99 00 10 01 10A

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MATERIAL COVERAGE CHANGE OR CANCELLATION  
NOTIFICATION – CERTIFIED MAIL**

This endorsement modifies insurance provided under the following:  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

SCHEDULE

Name of additional Insured Person(s) Or Organization(s) and mailing address:	Location And Description Of Project
City of Newport News c/o Purchasing Department 2400 Washington Avenue Newport News, VA 23607	

We will not cancel or reduce coverage under this policy without providing at least 30 days notice of our intent to do so. Notice of such cancellation or reduction of coverage will be provided by certified mail, return receipt requested, to the Additional insured in the schedule above.

**NOTICE ENDORSEMENT**

Policy Number:

COMMERCIAL AUTO

CA 02 03 12 05

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VIRGINIA CANCELLATION AND NONRENEWAL  
NOTICE TO DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

TRUCKERS COVERAGE FORM

SCHEDULE

1. Name: City of Newport News c/o Purchasing Department
2. Address: 2400 Washington Avenue Newport News, VA 23607
3. Number of days advance notice: 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.



*City of Newport News*

2400 Washington Avenue • Newport News, Virginia 23607

*Office of the City Attorney*

Phone (757) 926-8416 • Fax (757) 926-8549

*City Attorney*  
*STUART E. KATZ*

---

*Chief Deputy City Attorney*  
*COLLINS L. OWENS, JR.*

*Deputy City Attorneys*  
*DARLENE P. BRADBERRY*  
*RICHARD D. CAPLAN*  
*JOSEPH M. DuRANT*  
*LYNN A. SUGG*

*Senior Assistant City Attorney*  
*NICOLE M. MONTALTO*

*Assistant City Attorneys*  
*PAMELA P. BATES*  
*SHANNON M. MANNING*  
*ROBERT E. PEALO*

To Whom It May Concern:

Re: Notice of cancellation requirements for insurance coverage

Dear Sir or Madam:

In the wake of recent revisions to the Acord form, I have been receiving documentation from insurers that indicates that, since a statement regarding notice of cancellation is no longer included on the form, that the company cannot give any such assurance in the future. Many of the companies have indicated that they intend to strictly rely on the disclaimers in the form.

It is the City's position that a private company providing data reporting services for insurers has no standing or authority to alter legal provisions and contractual terms. Please note that the City does not agree with this industry position, and will not approve any proof of insurance that does not include the specific endorsements required under the contract. A simple notation of these endorsements on the Acord form will not be accepted.

Further the City will not accept proof of insurance that fails to provide for thirty (30) days notice of policy cancellation [ten (10) days for non -payment] when the City requires being named as an additional insured. This assurance may be provided by one of the following three methods:

1. A note on company letterhead that the City will receive such notice. This may be on the letterhead of either the agent, the broker, or the insurance company.
2. A separate endorsement specifying the notice as required, or
3. A copy of a policy provision regarding such notice.

In addition, this same assurance must be given when the City requires an Alternate Employer endorsement. No edition of an alternate employer endorsement that includes a provision that the statutory employer will receive no notice of cancellation will be accepted. A form including this provision appears to be contrary to Virginia Code § 65.2-804(B), which requires thirty (30) days notice of cancellation [ten (10) days for non -payment]. Virginia Code § 65.2-800 requires that an employer be insured, and paragraph C of that section equates an employer and a statutory employer for the purposes of that duty.

**Page Two**

**Insurance forms required**

In summary, the City will accept no proof of insurance that does not include in one of the forms indicated above an assurance that the City will receive thirty (30) days notice of cancellation [ten (10) days for non-payment]. Failure to provide the information could result in rejection of your insured's bid or offer to provide services to the City, or a rejection of the insured's request for City permits that require the City to be named as an additional insured.

Very Truly Yours,

/s/ Joseph M. DuRant

Joseph M. DuRant  
Deputy City Attorney

## 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 "."

WHEREAS, the City of Newport News, Virginia, has accepted the sealed bid of the said to furnish all the labor and equipment and to do and perform all the work necessary to complete the **STREETLIGHTS Installations at Jefferson Avenue and Harpersville Road, IFB#2011-3362-2005** 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 bid.

NOW THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the payments to be made by the City of Newport News, Virginia, as hereinafter set out, the 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 Streetlights Installation at Jefferson Avenue, and Harpersville Road 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:

Invitation for Bid .....	1 Page
Table of Contents .....	1 Page
Conditions and Instructions.....	16 Pages
Reference for Bidders.....	1 Pages
Instructions to Bidders/Offerors.....	2 Pages
Notice to Contractors.....	2 Page
Escrow Option.....	1 Page
Interest on Retainage .....	1 Page
Bid .....	7 Pages
Bid Bond.....	2 Pages
Insurance Endorsements.....	9 Pages
Contract .....	13 Pages
Performance Bond.....	3 Pages
Labor and Material Payment Bond .....	4 Pages
Escrow Agreement .....	5 Pages
Special Traffic Conditions.....	2 Pages
Project Sign .....	2 Pages
Standard Specifications, August 1, 1983, as amended.....	260 Pages

The 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 and twenty (120) calendar days from Notice to Proceed.**

**STREETLIGHTS INSTALLATION ON JEFFERSON AVE AND HARPERSVILLE RD**  
**Bid Price**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Traffic Control	LS	1		
2	Mobilization and Demobilization	LS	1		
3	Install #4 THWN CU in conduits	LF	42,000		
4	Install #10 Bare CU in conduits	LF	14,000		
5	Install #12 THWN CU in streetlight poles and arms	LF	8,800		
6	Install #8 Bare CU wire in conduit	LF	25		
7	Install #3 THWN CU in conduit	LF	25		
8	Install 600kcmil in conduit	LF	15		
9	5/8"X8' CU clad steel ground rod	ea	92		
10	Junction Box, VDOT JB -S3	ea	4		
11	Junction Box, VDOT JB- S1	ea	8		
12	1 ½" Schedule 80 HDPE conduit under paved surfaces	LF	8000		
13	1 ½" Schedule 80 PVC conduit in green areas	LF	6000		
14	4" Schedule 80 PVC conduit at cabinet station	LF	50		
15	Cabinet foundation, VDOT CF-2	L/S	2		
16	4'X5'X1.5' Control Center	ea	1		
17	120/208 150A MLO circuit breaker panel/w 6, 35A, 3P breakers and 2, 20A 1P breakers SE-9 Type A	ea	1		
18 (a)	Beta LEDway 221W fixture on 8' arm on 35' (AFG) fiberglass direct-buried pole on mechanically excavated foundation	ea	46		
18 (b)	Beta LEDway 221W fixture on 8' arm on 35'(AFG) fiberglass direct-buried pole on non-mechanically excavated foundation	ea	12		
19 (a)	Beta LEDway 140W fixture on 8' arm on 35' (AFG) fiberglass direct-buried pole on mechanically excavated foundation	ea	2		
19 (b)	Beta LEDway 140W fixture on 8' arm on 35' (AFG) fiberglass direct-buried pole on non-mechanically excavated foundation	ea	2		
20 (a)	Beta LEDway 113W fixture on 6' arm on 30' (AFG) fiberglass direct-buried pole on mechanically excavated foundation	ea	4		
20 (b)	Beta LEDway 113W fixture on 6' arm on 30' (AFG) fiberglass direct-buried pole on non-mechanically excavated foundation	ea	1		
21	<b>Supply only</b> 221W Beta LEDway	ea	14		
22	<b>Supply only</b> 113W Beta LEDway	ea	2		
<b>Total Bid:</b>					

## GENERAL

Unless otherwise specified, the Contractor shall be responsible for furnishing all labor, materials, hardware, equipment, and incidentals as may be required to complete each item of work as specified on the plans or included in these specifications. All work shall be in conformance with the latest editions of the City of Newport News' Standard Specifications and Design Criteria Manual, the Virginia Department of Transportation Road and Bridge Specifications, the Illumination Engineering Society of North America. All applicable taxes shall be included in the unit bid price.

8. **Contract Time:** the Contractor shall all the work shall complete within 120 calendar days from the Notice-to-Proceed date. However, the Bid items numbers 21 and 22, however, shall be supplied within 45 calendar days from the Notice-to-Proceed date.
9. **Liquidated Damages:** shall pay the City the sum of **\$300.00** 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 fees will not be waived.
11. The Contractor shall coordinate with Miss Utility (toll free) at 1-800-552-7001 prior to construction. During construction, the Contractor shall make every effort as much as practicable to avoid any conflict with any utilities.
12. **Sequence of Construction:** The Contractor shall submit for approval a construction schedule detailing day/night/weekend work, phase/sections, traffic control, etc.
13. The Contractor shall submit shop drawings for the materials such as LED luminaires, control center, junction boxes, poles etc before ordering and installations.
14. The Contractor shall initially by letter and then verbally, keep residents and business owners situated immediately adjacent to the project advised of the re-routing of traffic, driveway closures and/or any other inconveniences that would alter the access to their property. Driveway entrances shall be accessible at all times during the project. No weekend or night work will be permitted without City approval that has been garnered at least 72 hours in advance. Furthermore, the project will be subject to the requirements of the **Special Note** contained in the Conditions and Instructions of this document.

## **LIMITS OF PAYMENT**

### **TRAFFIC CONTROL**

Payment shall be a lump-sum price as bid. The price shall include the placement, maintenance, relocation (as directed by the Engineer) and removal of all signs, sign supports, portable changeable signs, cones, flaggers, drums, barricades, arrow boards, detour, channelizing devices, etc. required to complete the project. The lump-sum price includes all costs associated with notifying the City of Newport News, residents and businesses as required. The price shall include all materials and labor for traffic control, detours, signage, and maintenance of traffic throughout the construction of the project. All traffic control devices required to complete the project shall be according to the current Manual on Uniform Traffic Control Devices, the Virginia Work Protection Manual and the Engineering Department, Transportation Division requirements. The lump-sum price also includes all costs for the preparation of Traffic Control Plans prepared by the required for alternative construction sequencing needed to accommodate field conditions.

### **MOBILIZATION/DEMobilIZATION**

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

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

### **CONDUCTORS INSTALLATION**

Payment shall be at the unit price bid per linear feet to include all costs for labor, materials, hardware, equipment, services, and incidentals required for running inside PVC or HDPE conduits, or poles and arms. The unit price shall include, but not be limited to, running conductors as specified in bid items, making necessary circuit connections to the new wires or existing wires, and securing the terminals with weather proof splices that meet ANSI C119.4 requirements. Quantity shall be based on field measurements made by the Project Inspector.

All conductors shall be installed in a neat and workmanlike manner, with care being taken that conductors are not kinked, scarred, or damaged during installation. All the wires and cables shall be of annealed copper with 600 volts insulation. All branch circuit, feeder and control wiring shall be color coded in accordance with NEC. At least 6 inches of free conductor shall be left in each outlet- or junction- box for making up joints and making connections to fixtures, devices or equipment. Conductors shall be continuous from outlet to outlet, and no splices shall be made except within outlet or junction boxes. Conductors shall be pulled by hand and without aid of block and tackle or other mechanical device. Only approved pulling compounds which will in no way damage the insulation on the conductors or hasten its aging may be used to facilitate pulling of wire into conduit. Where several feeders pass through a common pull box or junction box, the feeders shall be tagged to indicate clearly their electrical characteristics, circuit number, and panel designation. This same information shall be permanently marked on cover of the box.

### **CLAD STEEL GROUND ROD**

Payment shall be at the unit price bid per each to include all costs for labor, materials, hardware, equipment, services, and incidentals required for installing ground rod. The unit price shall include, but not be limited to, installing the rods as specified in drawing, making necessary connections with #12 THWN copper grounding wire. Quantity shall be based on field count made by the Project Inspector. Copper clad steel, minimum 27% copper by weight and dimensions shall be 5/8-inch diameter by 8 feet long. Splices in grounding conductors are not permitted. Weld buried ground connections exothermally, in accordance with manufacturer's recommendations. Clean and coat with coal tar epoxy applied with a 32 mils dry film thickness using multiple coats. Allow drying between coats and before backfilling. The rods shall be encapsulated with epoxy resin, all buried ground connections of grounding electrode conductors. Use terminal lug to connect grounding conductor to equipment enclosure. Secure connector or terminal lug to the conductor so as to engage all strands equally by using tools and pressure recommended by the manufacturer. Exothermally weld connections for ground rods in manholes and handholes.

### **JUNCTION BOXES**

Payment shall be at the unit price bid per each junction box installed completed in accordance with plans and specifications. The work shall include the replacement of concrete or pavement disturbing, including but not limited to, sidewalks, driveways, road surface, earthwork, junction boxes placement, concrete collar, frames and covers, connecting the conduits properly, filling and topsoil/seedling in disturbed unpaved areas etc. The junction boxes shall be in accordance to the VDOT Std. JB-S3 and VDOT Std. JB-S1. The both boxes shall have traffic rated secure cover of H-20 and marked with "ELEC" top as specified in VDOT specifications.

### **HDPE CONDUITS**

Payment shall be at the unit price bid per linear foot to include all costs for labor, materials, hardware, equipment, services, and incidentals required for running Schedule 80 high-density polyethylene (HDPE) conduits. The cost shall include, but not limited to, all materials, labor, excavation, equipments, boring under

the roadways, necessary fittings, connecting to junction boxes, properly joining to each as required to making it ready to run the designed wires.

The manufacturer and the Contractor shall use equipment and methods adequate to protect pipe, joint elements, storage and handling. When there is reasonable doubt as to the structural strength or water tightness of damaged sections, those sections will be rejected and replaced at the Contractor's expense. HDPE conduits shall be manufactured to ASTM F 2160 and NEMA TC 7. Payment shall be based on field measurement by the Project Inspector.

The cost shall also include two pull ropes (one spare and one for the immediate use) in the unit price. Conduits shall be buried minimum of 18" in accordance with VDOT Std. ECI-1.

## **PVC CONDUITS**

Payment shall be at the unit price bid per linear foot to include all costs for labor, materials, hardware, equipment, services, and incidentals required for running Schedule 40 Polyvinyl Chloride (PVC) conduits. The cost shall include, but not limited to, all materials, labor, trenching (using machine or manual) or boring, equipments, connecting to manholes and junction boxes, fittings, filling and topsoil/seeding in disturbed unpaved areas as required. All conduit entering or leaving outlet, junction boxes, and cabinets and all conduit stubs shall have bushings. Insulating bushings shall be provided where required by NEC. Changes in direction of runs shall be made with symmetrical bends or PVC fittings. Flexible conduit shall be used to connect all equipment subject to vibration. Payment shall be based on field measurement by the Project Inspector.

The cost shall also include two pull ropes (one spare and one for the immediate use) in the unit price. Conduits shall be buried minimum of 18" in accordance with VDOT Std. ECI-1.

## **CABINET FOUNDATION, VDOT CF-2**

Payment shall be lump-sum to include all costs for labor, materials, hardware, equipment, services, and incidentals to cast concrete pad to mount control cabinet. The unit price shall include, but not be limited to, earthwork, filling, formwork, concrete admixtures, mixing, casting, placing conduits and bolts in place as required, finishing etc. The foundation and concrete pad foundation and concrete works shall be in accordance with VDOT Std. CF-2 and the city's Design Criteria Manual.

## **CONTROL CENTER**

Payment shall be at unit price per each to include all costs for labor, materials, hardware, equipment, service, and incidentals required. The unit price shall include, but not limited to, cabinet and its installations, configured panelboard, as specified below and shown on the drawings.

**Cabinet:** Cabinet shall be zinc-coated sheet steel, constructed with outer dimensions of 4' X 5' X 1.5' to accommodate equipment housed there in, surface mounted as indicated. This panel enclosure shall be a NEMA 12 type enclosure fabricated of 10 gauge steel with continuously welded seams. Cabinet shall be well gasketed with neoprene and shall be equipped with a heavy-duty 3-point latching mechanism. The enclosure cabinet also shall include a NEMA twistlock photo control that

is connected with the circuit in the control panel. Cabinet shall have a document pocket to hold 11X17 size folded drawings showing circuit details, and drawings shall be provided clear plastic sleeve.

Cabinet shall have ventilated openings with louvers inside and out and be equipped with an insect screen. The cabinet shall be provided with minimum of four interior mounted studs and necessary hardware for “in” and “out” adjustment of panel interior. Cabinet doors shall have concealed butt hinges welded to the doors and trims. Cabinet trims and doors shall be thoroughly cleaned and painted at the factory with primer and zinc paint.

**Panelboard:** Panelboard shall be in accordance with UL, NEMA, NEC, and as shown on the drawings. All components of panelboard shall be the standard manufactured products. All panels shall be dead front safety type. Arrange sections for easy removal without disturbing other sections. Panelboard shall be completely factory assembled with molded case circuit breakers. Panel shall have main lugs, bus size, voltage, phase, top or bottom feed, and surface mounting as scheduled on the drawings.

Panelboard shall have the following features:

1. Full size copper bus bars and connection straps bolted together and rigidly supported on molded insulators. Bus bar taps for panels with single pole branches shall be arranged for sequence phasing of branch circuit devices.
2. Full size neutral bar, mounted on insulated supports.
3. Ground bar with sufficient terminals for all grounding wires.
4. Buses braced for the available short circuit current, but not less than 22,000 amperes symmetrical.
5. All breakers and phase bus connections shall be arranged so that it will be possible to substitute a 2-pole breaker for two single pole breakers, and a 3-pole breaker for three single pole breakers, when trip is 30 amps or less and frame size is 100 amperes or less, without having to drill and tap the main bus bars at bus straps.
6. Design interior so that protective devices can be replaced without removing adjacent units, main bus connectors, and without drilling or tapping. Panel phase bus connections to protective devices shall not be riveted to the panel bus and shall be field removable by means of a screw or nut driver.
7. Where designated on panel schedule as "space", include all necessary bussing, device support and connections. Provide blank cover for each space.
8. Series rated panelboard are not permitted.

**CIRCUIT BREAKER – 120/208 150A, MLO PANEL WITH 6, 35A, 3P BREAKERS AND 2, 20A 1P BREAKERS, FUSE DISCONNECT SWITCH (VDOT SE-9 TYPE A)**

Payment shall be at unit price per each to include all costs for labor, materials, hardware, equipment, service, and incidentals required. The unit price shall include, but not limited to, cabinet and its installations, configured circuit breaker, as specified below and shown on the drawings. The installations shall be in accordance with VDOT Std. SE-9A.

Breakers shall be UL listed and labeled, in accordance with the NEC, as shown on the drawings, and as specified. Circuit breakers in panelboard shall be bolt on type on phase bus bar or branch circuit bar. Molded case circuit breakers for lighting circuit panelboard shall have minimum interrupting rating as indicated. Molded case circuit breakers shall have automatic, trip free, non-adjustable, inverse time, and instantaneous magnetic trips for 100 ampere frame or less.

Breaker features shall be as follows:

1. A rugged, integral housing of molded insulating material.
2. Silver alloy contacts.
3. Arc quenchers and phase barriers for each pole.
4. Quick-make, quick-break, operating mechanisms.
5. A trip element for each pole, thermal magnetic type with long time delay and instantaneous characteristics, a common trip bar for all poles and a single operator.
6. Electrically and mechanically trip free.
7. An operating handles which indicate ON, TRIPPED, and OFF positions.
8. Line connections shall be bolted.
9. Interrupting rating shall not be less than the maximum short circuit current available at the line terminals as indicated on the drawings.
10. An overload on one pole of a multipole breaker shall automatically cause all the poles of the breaker to open.
11. Disconnect switch shall be of 400A, 240V, 3P, NEMA 4, Fused at 100A.

## **BETA LEDway STREETLIGHT INSTALLATIONS**

Payment shall be at unit price per each to include all costs for labor, materials, hardware, equipment, service, and incidentals required. The unit price shall include, but not limited to, streetlight poles, arms, Beta LEDway fixtures, excavation, installation in place, fill and topsoil/seeding. The new streetlight locations shall be staked and field verified by Department of Engineering before construction. The arm shall be placed perpendicular to the roadway; the nadir point shall be located at the same length from the base of pole as of the length of arm used, and the luminaire at the heights as specified herein. All the connections at the terminals shall be secured with weather proof splices that meet ANSI C119.4 requirements.

The planned location for streetlight may contain underground utilities. As shown on the Bid Price, the bid shall include the separate costs for the mechanically dug or non-mechanically dug foundations and the Contractor is responsible for avoiding any conflict with any such utilities as much as practicable.

### **LUMINAIRE SPECIFICATION:**

Specifications listed below refer to the minimum requirements regarding light output, structural integrity, and warranty. The luminaires shall be in BLD-STR-LWY-2M-HT series of Beta LED by RUUD Lighting that meets the requirements as specified herein, or approved equal.

**GENERAL CONSTRUCTION:** Luminaire housing components shall be die-cast aluminum. LED panels/arrays and power supply shall be housed in an enclosure with an ingress protection rating minimum of IP65. Housing shall be in silver color. Luminaire shall be designed to slip fit a

standard mast arm with five (5) degrees of adjustment for leveling and arm shall comply with ANSI C136.10-1995.

**ELECTRICAL AND LIGHTING CHARACTERISTICS:** Luminaire shall operate at input wattage as specified herein and a specific drive current shall be in the range of 500mA to 550mA. All wiring connections within the luminaire shall be insulated permanent crimped compression or locking type quick disconnect terminals. Luminaire testing shall be in accordance with IESNA LM-79-08 and LM80-08 conducted by accredited testing lab. Submittals shall include reports. Correlated Color Temperature (CCT) of LED array output shall be of a specific temperature in the range of 4,500 to 6,000 degrees Kelvin. LED array Color Rendering Index (CRI) shall be minimum of 70. The luminaire shall have a minimum initial efficacy of 55 lumens per input wattage.

**PHOTOMETRIC DISTRIBUTION:** Luminaire distribution classification shall be IES type II Medium Longitudinal Cutoff. Total uplight as defined in IESNA TM-15-07 shall be up to U1.

**WARRANTY:** Minimum five year warranty required covering defects in material or workmanship for housing, electrical components, and LED arrays. The warranty period shall start at the date of acceptance by the City. The manufacturer shall supply a written confirmation with the warranty terms and the contact information. The warranty components or replacement shall be readily available within a normal lead time.

**POLE AND ARM SPECIFICATION:** Pole shall be made of fiberglass, gray in color, tapered towards its height with provisions for conductor entrance below grade, handhole with cover above grade and removable cap at the top.

The center to center distance between sub-grade opening (2" diameter) and handhole (2.5"X5") shall be 18" and pole shall be buried 5 feet below grade. Pole shall have 9.5" bottom diameter and 4.5" top diameter. Pole will be buried directly as specified by manufacturer. Pole shall be made in compliance with ASTM D 4923 and ANSI C136.20.

Arms shall be made of galvanized steel with the arm. The length of the arms shall be as specified in the bid price items. The luminaires shall be attached to the arms such that the luminaires are thirty (30) feet above the ground.

**INSTALLATIONS:** Use web fabric slings (not chain or cable) to raise and set poles. Secure poles level, plumb, and square. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B. Verify normal operation of lighting units after installing luminaires and energizing circuits from normal power source. The Contractor, together with the Department of Engineering staff, shall measure light intensities at night with NIST standard photometer. Shall any fixture, component, or pole malfunction, replace or repair, then retest. Repeat procedure until problem is solved properly.

The Contractor shall also place 1/2" expansion material around the pole where the pole is installed at concrete (i.e. sidewalk, driveways etc.) place. Pole installation also shall include the cost of smooth-edged breaking of concrete where applicable (i.e. sidewalk, driveways etc.) to install conduits and poles.

Non-mechanically installed poles shall be in compliance with the excavation methods set by Miss-Utility for excavation in adjacent to the marked utilities.

### **BETA LEDway STREETLIGHTS SUPPLY ONLY**

Payment shall be at unit price per each to include all costs for labor, materials, hardware, equipment, service, and incidentals required. The unit price shall include, but not limited to, streetlight poles, arms, Beta LEDway fixtures, excavation, installation in place, fill and topsoil/seedling. The new streetlight locations shall be staked and field verified by Department of Engineering before construction. The arm shall be placed perpendicular to the roadway; the nadir point shall be located at the same length as of the arm used from the base of pole, and the luminaire at the heights as specified herein. All the connections at the terminals shall be secured with weather proof splices that meet ANSI C119.4 requirements.

### **LUMINAIRE SPECIFICATION:**

Specifications listed below refer to the minimum requirements regarding light output, structural integrity, and warranty. The luminaires shall be in BLD-STR-LWY-2M-HT series of Beta LED by RUUD Lighting that meets the requirements as specified herein, or approved equal.

**GENERAL CONSTRUCTION:** Luminaire housing components will utilize die-cast aluminum. LED panels/arrays and power supply shall be housed in an enclosure with an ingress protection rating minimum of IP65. Housing shall be in silver color. Luminaire shall be designed to slip fit a standard mast arm with five (5) degrees of adjustment for leveling and with arm that complies with ANSI C136.10-1995.

**ELECTRICAL AND LIGHTING CHARECTERISTICS:** Luminaire shall operate at input wattage as specified herein and a specific drive current shall be in the range of 500mA to 550mA. All wiring connections within the luminaire shall be insulated permanent crimped compression or locking type quick disconnect terminals. Luminaire testing shall be in accordance with IESNA LM-79-08 and LM80-08 conducted by accredited testing lab. Submittals shall include reports. Correlated Color Temperature (CCT) of LED array output shall be of a specific in the range of 4,500 to 6,000 degrees Kelvin. LED array Color Rendering Index (CRI) shall be minimum of 70. The luminaire shall have a minimum initial efficacy of 55 lumens per input wattage.

**PHOTOMETRIC DISTRIBUTION:** Luminaire distribution classification shall be IES type II Medium Longitudinal Cutoff. Total uplight as defined in IESNA TM-15-07 shall be up to U1.

**WARRANTY:** Minimum five year warranty required covering defects in material or workmanship for housing, electrical components, and LED arrays. The warranty period shall start at the date of acceptance by the City. The manufacturer shall supply a written confirmation with the warranty terms and the contact information. The warranty components or replacement shall be readily available within a normal lead time.

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

Seal Here:

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Officer or Corporation)

CITY OF NEWPORT NEWS, VIRGINIA

BY \_\_\_\_\_

Seal Here:

ATTEST: \_\_\_\_\_

**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 **STREETLIGHTS INSTALLATION AT JEFFERSON  
AVENUE AND HARPERSVILLE ROAD, IFB#2011-3362-2005**, 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
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 Oblige to principal under the Contract and any amendments thereto, less the amount properly paid by Oblige to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following (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.

.

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  
(if original Agent is non-resident)

Surety

Submit with Power of Attorney

APPROVED AS  
TO FORM

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

**LABOR AND MATERIAL PAYMENT BOND**

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

WHEREAS, the said \_\_\_\_\_ did, on the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, enter into a contract with the City of Newport News, Virginia, for the  
**STREETLIGHTS INSTALLATION AT JEFFERSON AVENUE AND HARPERSVILLE  
ROAD, IFB#2011-3362-2005** 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 sub  
of the Principal for labor, material, or both, used or reasonably required for use in the  
performance of the Contract, labor and material being construed to also include that  
part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of  
equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the

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

3. No suit or action shall be commenced hereunder by any claimant:
  - A. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice of the following: The Principal, the City, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed.  
  
Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal, City and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - B. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction

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

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

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

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

\_\_\_\_\_

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 CONSTRUCTION CONDITIONS**

Unless otherwise specified, the Contractor shall be responsible for supplying all the labor, material, hardware, equipments, etc. as specified on the specifications.

### **DELIVERY:**

The Contractor shall deliver the herein specified Bid Items Numbers 21 and 22 to the City storage facility at Traffic Operations, City of Newport News, 513 Oyster Point Road, Newport News, Virginia, 23602. The Contractor shall coordinate with City staff at 757-269-2452 giving at least forty-eight hours (weekdays from 7:00AM to 4:00PM) notice in advance.

### **DAMAGE TO EXISTING UTILITIES:**

Before work, 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, Dominion Virginia Power 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.

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. The excess excavated materials, broken concrete debris, pipes etc. shall be hauled and disposed by the Contractor at his expense, except where the soil is acceptable for fill in other areas on-site.

### **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:**

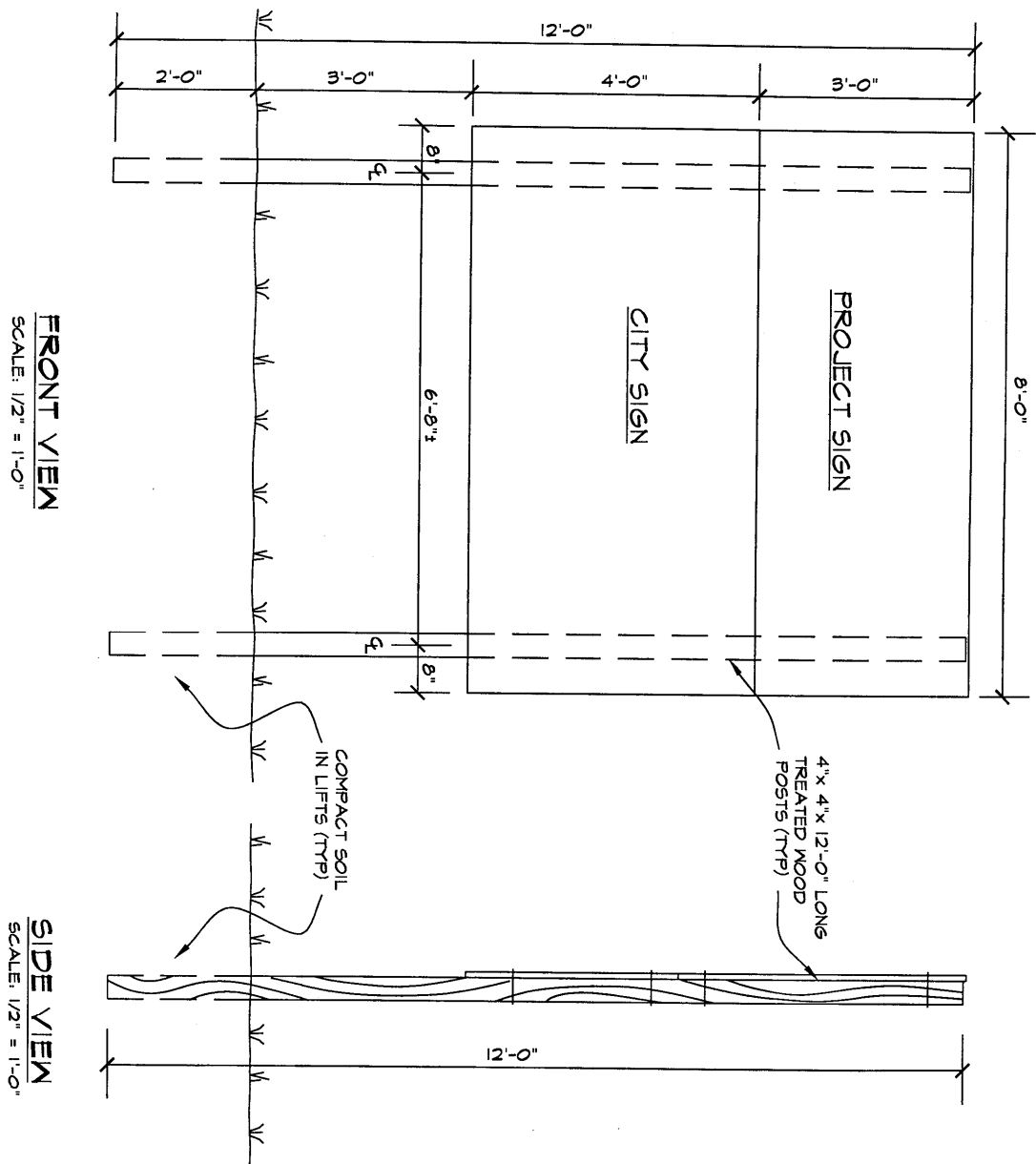
The Contractor shall perform all of the work specified herein under the general direction and to entire satisfaction, approval, and acceptance of the Engineer. The Engineer shall decide all questions relating to measurements of quantities, the character of the work performed and as to whether the rate 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.

## **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 January 2003) as well as the Manual on Uniform Traffic Control Devices, 2001 Millennium Edition, 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 shall give at least forty-eight hours (weekdays) notice in advance. Contact City staff at 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. 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.
7. 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.
8. Work Hour Restrictions: The closure of multiple lanes will require a review of special work hour restrictions for night or weekends only. Although care should be taken to minimize traffic disruption. A tentative schedule of lane closures and work hours shall be included with the traffic control plan as required in Note 6. Deviation from standard work hours and additional lane closures shall be approved by the Department of Engineering prior to commencement. Notification to the Engineering Department – Transportation Division for any road closures must be done 24 hours prior to closure. Only one lane will be permitted to be closed at the same time, in either direction. A single lane closure is allowed within the project limit between 9PM to 6AM, and all day during the weekend.

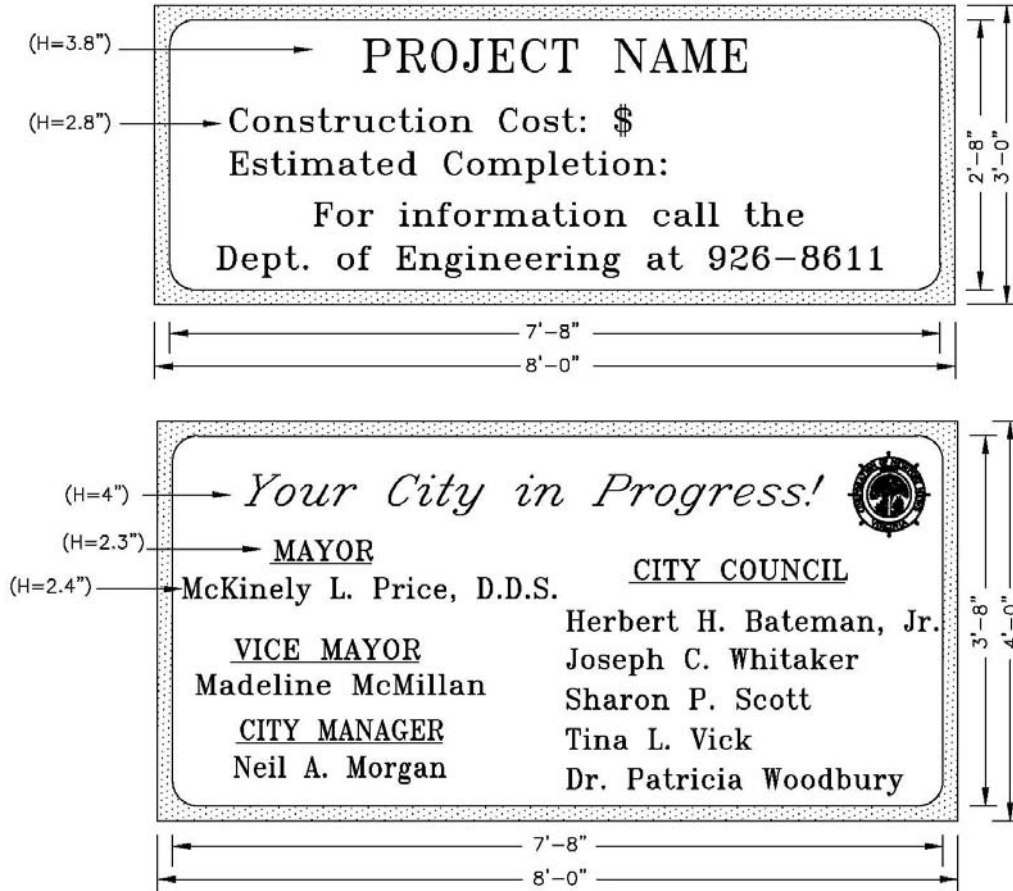
9. Open manholes/valve boxes shall not be left unattended or remain open when work zone traffic control plan set-up is not in place. Work zones shall be clearly delineated and specific hazard areas are to be encircled with reflectorized plastic drums in lieu of Type I or Type II barricades which are not approved for use in the street.
  
10. 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.



**FRONT VIEW**  
SCALE: 1/2" = 1'-0"

**SIDE VIEW**  
SCALE: 1/2" = 1'-0"

CONSTRUCTION SIGN



NOTES:

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

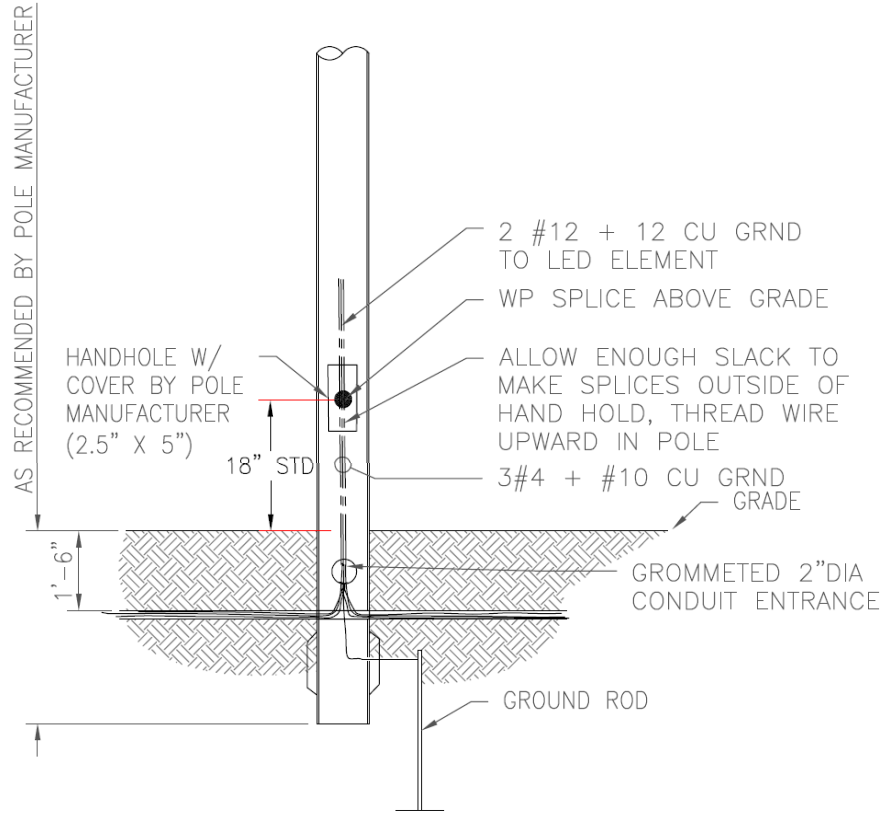
COLORS:

BORDER AND LETTERING...SHERWIN WILLIAMS  
 SW1182 MALACHITE GREEN  
 BACKGROUND.....SHERWIN WILLIAMS  
 SW1697 PINA COLADA

\* CONSTRUCTION SIGN REQUIRED ON ALL PROJECTS UNLESS OTHERWISE NOTED.

# APPENDICES

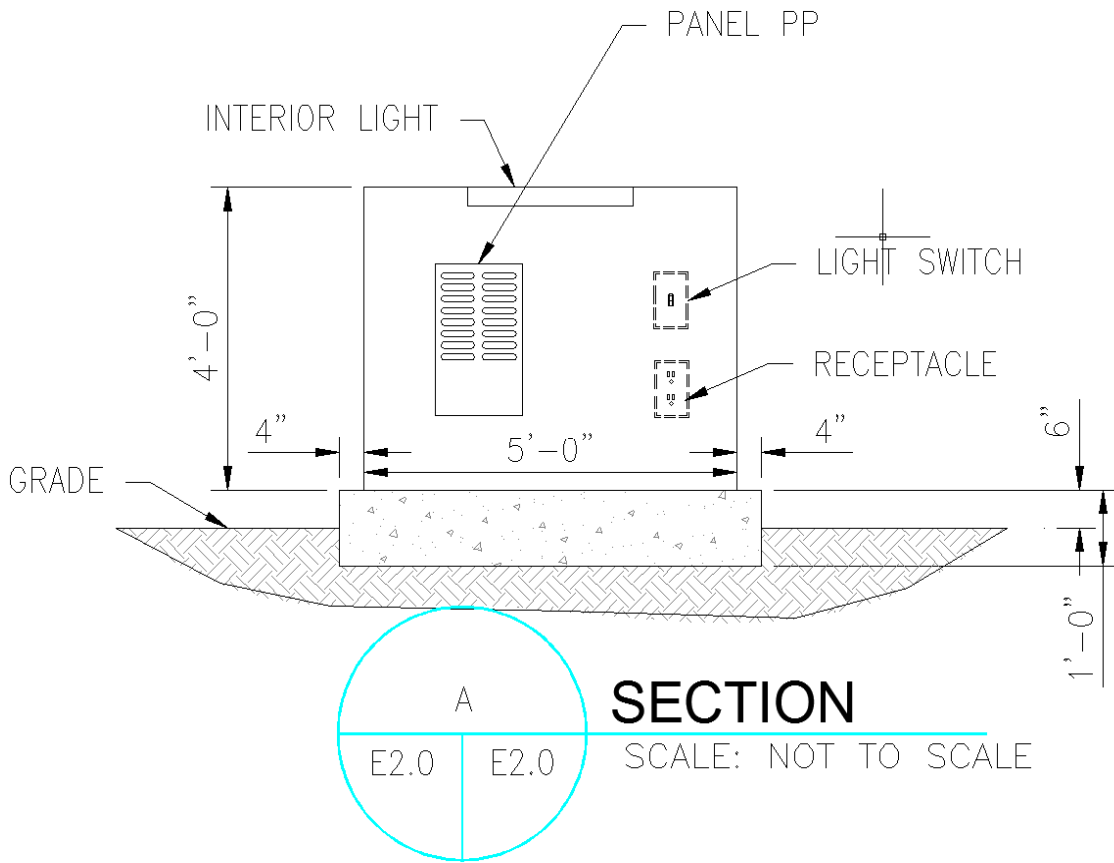
## POLE SECTION SHOWING POWER, CONDUIT AND WIRING



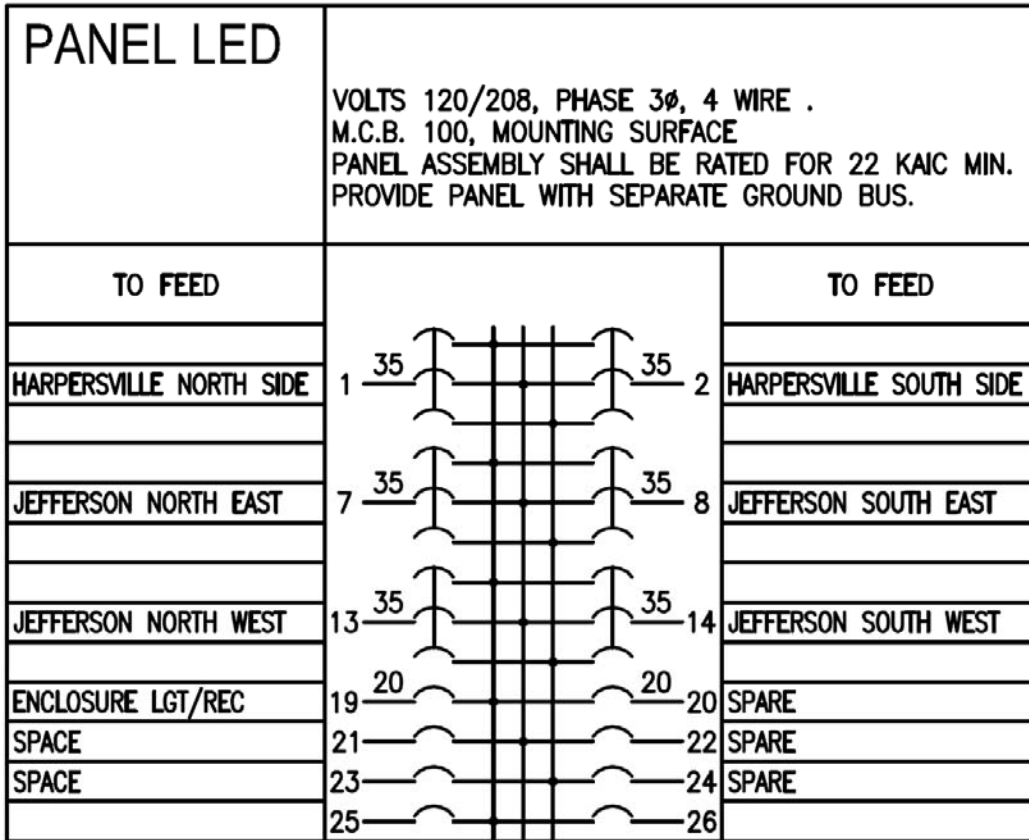
## POLE SECTION SHOWING POWER CONDUIT AND WIRING

NOT TO SCALE

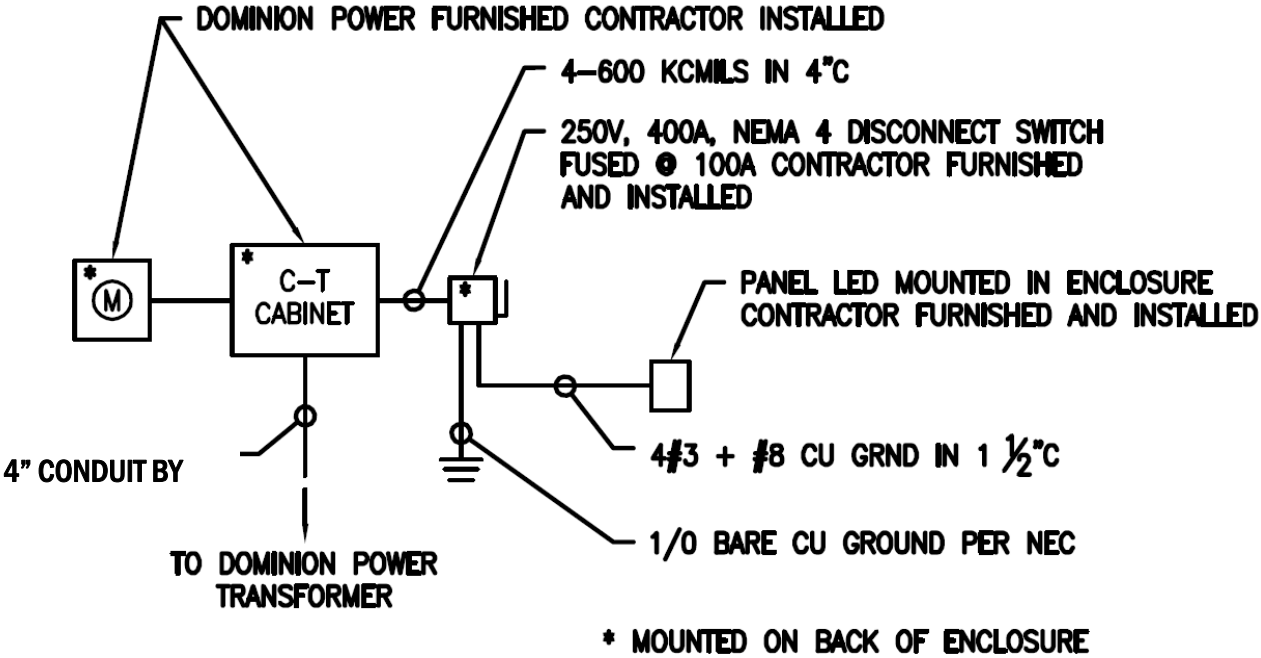
**CONTROL CABINET**



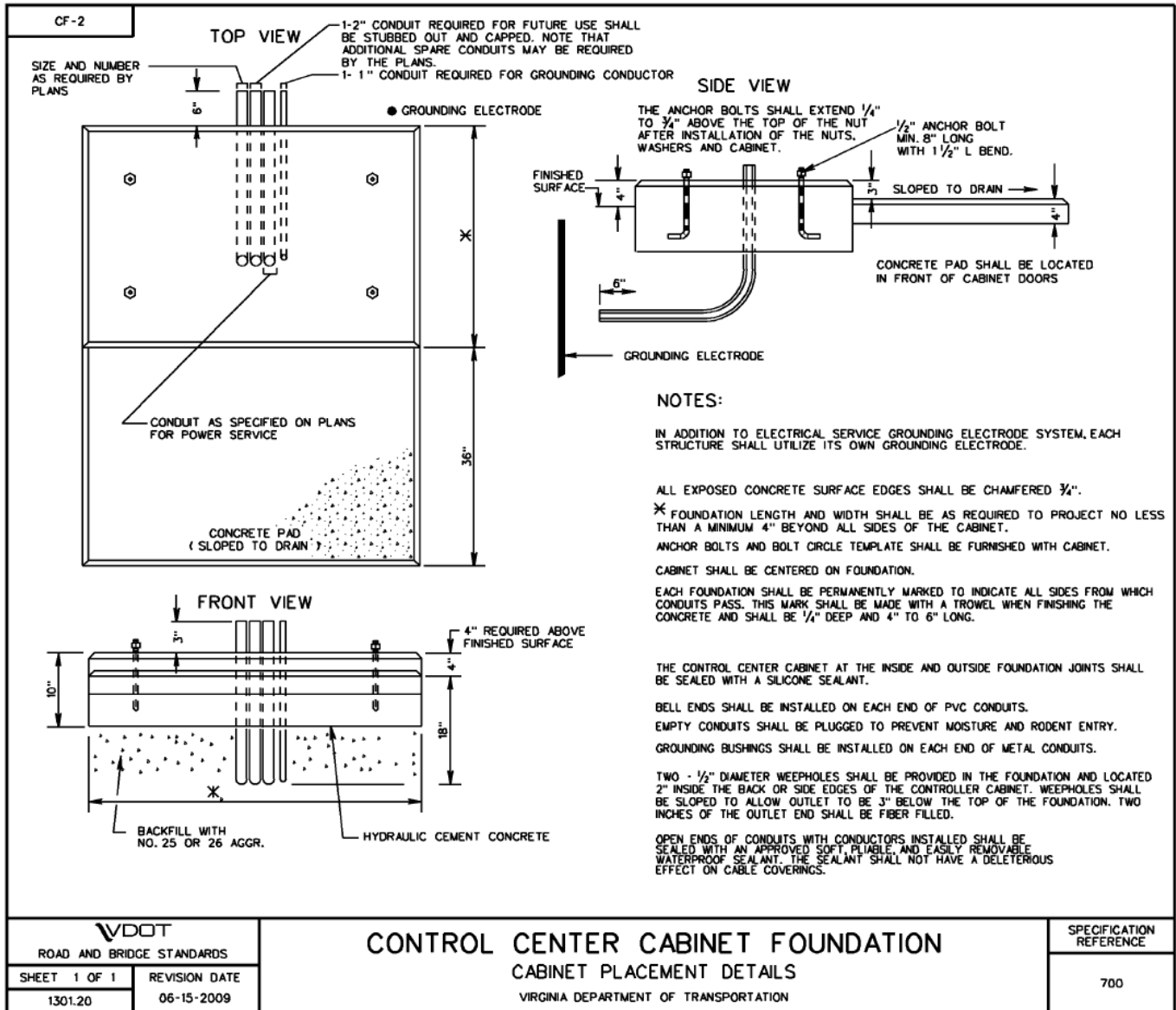
**CIRCUIT DETAIL**



SINGLE LINE OF SERVICE ENTRANCE AND PANEL LED

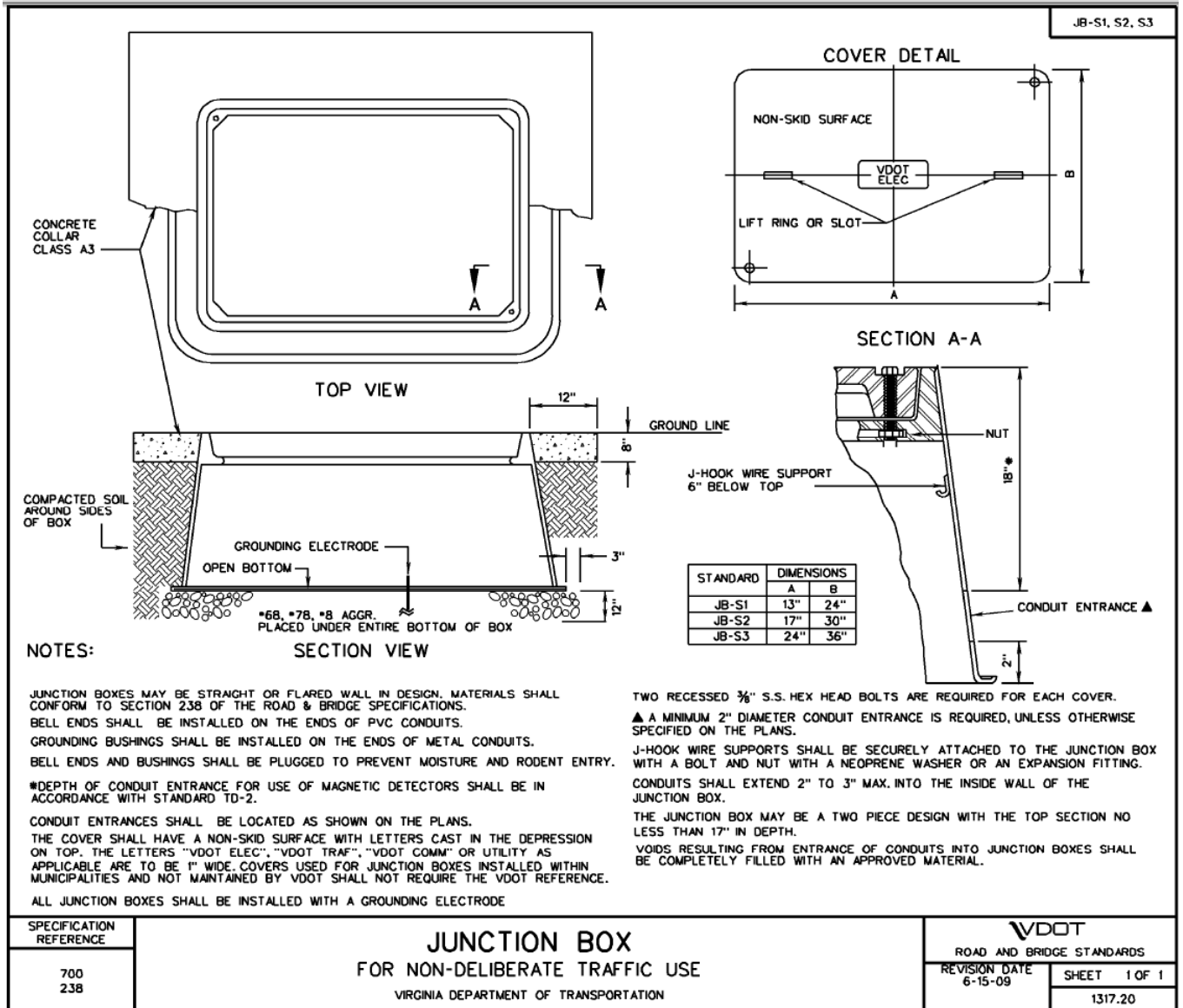


## REINFORCED CONCRETE FOUNDATION DETAIL



# JUNCTION BOX DETAILS

JB-S1, S2, S3

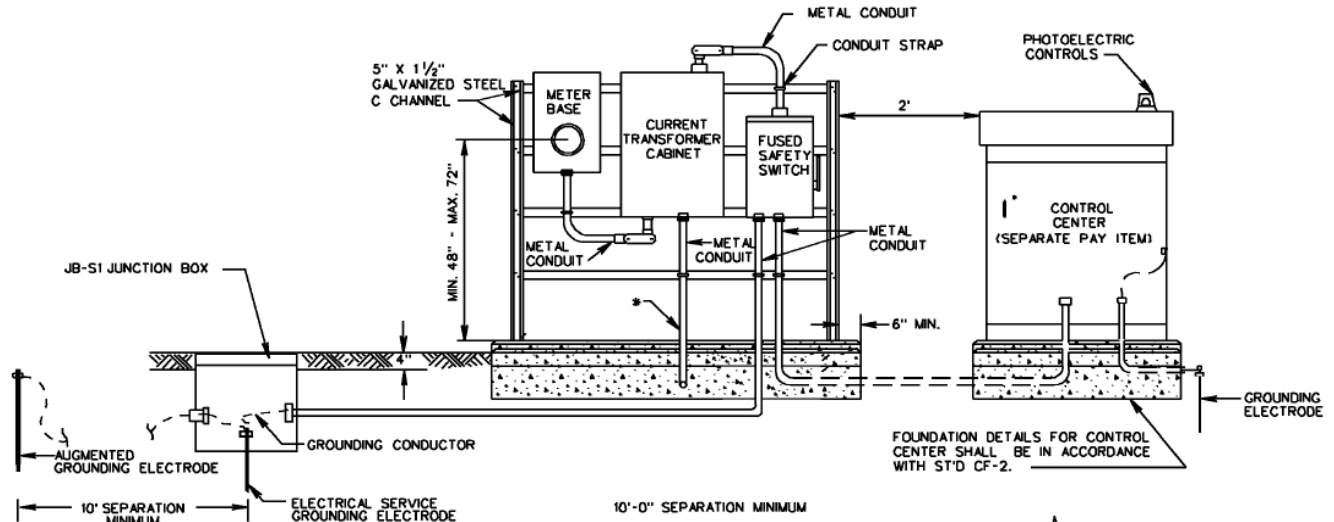


## CONDUIT AND CONDUCTOR INSTALLATIONS

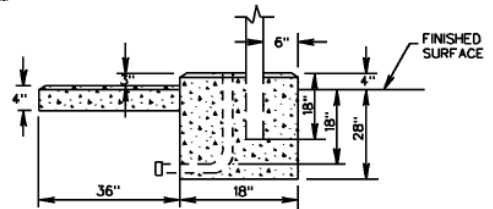
<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>ECI-1</b></p> <p style="text-align: center; margin: 5px 0;"><b>NON - PAVEMENT AND PROPOSED PAVEMENT AREA INSTALLATION</b></p> </div>	<p><b>NOTES:</b></p> <p>CONTRACTOR SHALL INSTALL A 4" MINIMUM TO 6" MAXIMUM WIDE RED PLASTIC LOCATOR TAPE 6" TO 8" BELOW FINISHED GRADE AND DIRECTLY ABOVE BURIED CONDUIT OR CONDUCTOR CABLES, EXCEPT UNDER PAVEMENT.</p> <p>CONDUIT INSTALLED UNDER EXISTING OR PROPOSED ROADWAYS FOR DIRECT BURIED CABLES SHALL EXTEND 24" BEYOND THE PAVED SURFACE AND/OR SIDEWALK.</p> <p>WHERE CONDUIT FOR POWER AND CONDUIT FOR COMMUNICATION ARE TO BE INSTALLED IN CLOSE PROXIMITY TO EACH OTHER, CONDUITS SHALL BE PLACED PARALLEL IN A COMMON TRENCH WITH NO LESS THAN 6" OF SEPARATION BETWEEN CONDUIT SYSTEMS.</p> <p>☆ BACKFILL MATERIAL BELOW THIS LEVEL SHALL BE SANDY FILL (FREE OF ANY STONES, CINDERS, WOOD, ROOTS, DEBRIS, ETC.)</p> <p>* ONE OR MORE CONDUITS AS REQUIRED.</p> <p>▲ ONE OR MORE CONDUCTOR CABLES AS REQUIRED.</p> <p>OFFSETTING OF CONDUIT MAY BE USED FOR TIEING INTO EXISTING CONDUIT SYSTEMS OR BYPASSING OBSTRUCTIONS AS DIRECTED BY THE ENGINEER.</p> <p>WHEN OFFSETTING CONDUIT TO BYPASS AN OBSTRUCTION, THE CONDUIT SHALL MAINTAIN A MINIMUM CLEARANCE OF 12" FROM THE CLOSEST POINT OF THE OBSTRUCTION.</p> <div style="text-align: center; margin-top: 20px;"> </div> <p style="text-align: center; margin-top: 5px;"><b>METHOD OF OFFSETTING CONDUIT</b></p>							
<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>ECI-2</b></p> <p style="text-align: center; margin: 5px 0;"><b>EXISTING PAVEMENT AREA INSTALLATION</b></p> </div>								
<p style="text-align: center; margin: 0;"><b>VDOT</b></p> <p style="text-align: center; margin: 0;">ROAD AND BRIDGE STANDARDS</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 0;"> <tr> <td style="width: 50%; padding: 2px;">SHEET 1 OF 1</td> <td style="width: 50%; padding: 2px;">REVISION DATE</td> </tr> <tr> <td style="padding: 2px;">1318.10</td> <td style="padding: 2px;">06-15-2009</td> </tr> </table>	SHEET 1 OF 1	REVISION DATE	1318.10	06-15-2009	<p style="margin: 0;"><b>ELECTRICAL CONDUIT AND CONDUCTOR CABLE</b></p> <p style="margin: 0;">UNDERGROUND INSTALLATION</p> <p style="margin: 0;">VIRGINIA DEPARTMENT OF TRANSPORTATION</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 2px;">SPECIFICATION REFERENCE</td> </tr> <tr> <td style="text-align: center; padding: 2px;">700</td> </tr> </table>	SPECIFICATION REFERENCE	700
SHEET 1 OF 1	REVISION DATE							
1318.10	06-15-2009							
SPECIFICATION REFERENCE								
700								

# ELECTRIC SERVICE INSTALLATION DETAILS

SE-9



TYPE A



SERVICE ENTRANCE  
FOUNDATION DETAIL

**NOTES:**

- THIS STANDARD IS APPLICABLE FOR 480Y/277 ELECTRICAL SERVICE ONLY.
- NO OTHER CONDUCTORS SHALL BE RUN IN THE SAME CONDUIT WITH ELECTRICAL SERVICE CABLE.
- ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED  $\frac{3}{4}$ ".
- GROUNDING BUSHINGS SHALL BE INSTALLED ON EACH END OF METAL CONDUITS.
- EMPTY CONDUITS SHALL BE PLUGGED TO PREVENT MOISTURE AND RODENT ENTRY.
- BELL ENDS SHALL BE INSTALLED ON THE ENDS OF PVC CONDUITS.
- LOCAL POWER COMPANY WILL INSTALL SERVICE CABLE FROM THEIR POWER SOURCE TO THE CURRENT TRANSFORMER CABINET AND METER BASE.
- OPEN ENDS OF CONDUITS WITH CONDUCTORS INSTALLED SHALL BE SEALED WITH AN APPROVED SOFT, PLIABLE, AND EASILY REMOVABLE WATERPROOF SEALANT. THE SEALANT SHALL NOT HAVE A DELETERIOUS EFFECT ON CABLE COVERINGS.
- SAFETY SWITCH, METER BASE, WIREWAY, CURRENT TRANSFORMER CABINET AND CONTROL CENTER SHALL BE ATTACHED TO THE CHANNELING WITH  $\frac{3}{8}$ " GALVANIZED BOLTS, LOCK WASHERS AND NUTS. FOUR CROSS CHANNELS SHALL BE UTILIZED.

- EACH FOUNDATION SHALL BE PERMANENTLY MARKED TO INDICATE ALL SIDES FROM WHICH CONDUITS PASS. THIS MARK SHALL BE MADE WITH A TROWEL WHEN FINISHING THE CONCRETE AND SHALL BE  $\frac{1}{4}$ " DEEP AND 4" TO 6" LONG.
- THE CONTRACTOR SHALL LEAVE A SUFFICIENT AMOUNT OF CONDUCTOR CABLE COILED INSIDE THE CURRENT TRANSFORMER CABINET TO PERMIT THE LOCAL POWER COMPANY TO MAKE THEIR CONNECTION.
- CONCRETE PAD SHALL BE INSTALLED IN FRONT OF CABINET DOORS, SIZED TO MATCH THE FOUNDATION WIDTH, AND SLOPED TO DRAIN (MIN. 20" X 36")
- \* CONDUIT SHALL BE STUBBED OUT 6" PAST CONCRETE FOUNDATION PAD. LOCATION OF THE STUBBED CONDUIT SHALL BE AS REQUIRED BY THE LOCAL POWER COMPANY.

<b>ROAD AND BRIDGE STANDARDS</b>		<b>ELECTRICAL SERVICE INSTALLATION DETAILS</b> VIRGINIA DEPARTMENT OF TRANSPORTATION	SPECIFICATION REFERENCE  700
SHEET 1 OF 2	REVISION DATE		
1312.90	06-15-2009		