



INVITATION FOR BIDS

REPAIR AND RESURFACE TENNIS COURTS

IFB #2011-758-1705

July 21, 2010

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032/ Fax: (757) 926-8038

www.nngov.com/purchasing

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

Scope of Services: Provide all labor, materials, supervision, equipment, services, security, safety, incidentals, and related items to repair and resurface tennis courts at three City sites.

Bid Due: August 10, 2010 at 2:30 p.m.

Contract Officer:

Kimberly Kapalka, C.P.M., Senior Buyer, (757) 926-3783, email: kkapalka@nngov.com

AN ORIGINAL AND FOUR (4) COPIES OF YOUR SUBMITTAL ARE REQUESTED

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

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed. Signature must be original, not photocopied

CONDITIONS AND INSTRUCTIONS

Rev:05-13-10

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
2. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Failure to return all pages may result in a determination that the submittal is non-responsive.
4. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable.
5. 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.
6. Receipt of your bid by the City is not to be construed as an award or an order to ship.
7. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
8. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request Administrative withdrawal procedures will be provided that shall be used for that purpose.
9. If you have obtained this document from our home page or from a source other than directly from the City of Newport News or from www.demandstar.com, you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with our office prior to submitting your bid to ensure that you have a complete, up-to-date package.
10. 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.

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

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

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

12. 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.
13. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.
14. 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.
15. In case of error in the extension of prices, the unit price shall govern.
16. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
17. 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.
18. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish.

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

19. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as

meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

20. All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.
21. By signing this bid, the bidder assigns to the City any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
22. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
23. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
24. The contractor shall keep himself fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them.

25. **Contractor's License** It is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

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

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

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

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

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

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

26. Progress Payments, Retained Funds and Payment Terms:
- a) Contractor may invoice for periodic Progress Payments if mutually agreed by the City.
 - b) An amount of 5% of invoiced completed work shall be retained by the City until final acceptance of the project, after which time the Contractor may invoice for the funds retained.
 - c) Payment terms shall be "Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
 - b) Payment terms shall be considered in determining the low bidder.
 - c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
 - d) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)
27. **Special Note:** Successful bidder shall furnish all required bonds, certificates of insurance and required endorsements on City approved forms included in this bid package. Any other forms are not acceptable and shall not be approved by the City 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.
28. **Bid Bond** A bidder's bond or certified check in the amount of five percent (5%) of the amount bid shall accompany any bid in excess of \$100,000 for the bid to be considered.
29. **Performance and Labor and Material Payment Bond:** The Contractor shall have ten (10) days from the date of the city's request to provide a performance bond and a labor and material payment bond, (use only forms attached to proposal unless approved by City Attorney) in the amount of the contract price as security for faithful performance of the work in strict conformity with the Contract Documents and for payment of all persons who perform labor and furnish materials in prosecution of the work. The surety on such bonds shall be duly authorized to do business in the Commonwealth of Virginia and satisfactory to the City.
30. **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.

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

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

32. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

33. **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 **\$200.00 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.

34. In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
35. Appeals Procedure: Upon your request administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.
36. **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.**
37. The City has a directory of Newport News Small, Woman and Minority-owned businesses. The directory is available on the Purchasing Department website.
38. This public body does not discriminate against faith based organizations.
39. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:
 - (a) He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - (b) The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

40. 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.

- 41. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- 42. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Newport News. The contractor shall comply with applicable federal, state and local laws and regulations.
- 43. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.
- 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 Director of Purchasing or their representative.**
- 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. 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.

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

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

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

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

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

SBE **MBE** **WBE**

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

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

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

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

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

ANTI-COLLUSION CERTIFICATION

The offeror 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: _____

GENERAL

Newport News Parks, Recreation, and Tourism is interested in receiving invitation for bids from qualified vendors to perform tennis court repairs and resurfacing at three City sites in Newport News. The location sites are as follows:

- Huntington Park Tennis Center, 361 Hornet Circle Newport News, VA 23602
- Menchville High School, 275 Menchville Road, Newport News, VA 23602
- Warwick High School, Corner of Harpersville Road and Gatewood Road, Newport News, VA 23601

The work to be done under this contract includes but is not limited to; the providing of all labor, materials, supervision, equipment, services, security, safety, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

SITE VISIT

All interested prospective bidders are encouraged to field inspect the three tennis sites prior to submitting a bid. The purpose of these sites' visits are for the bidder to view these sites' conditions. Any City representative other than the contracting officer is not authorized to convey any additional information or changes to the project requirements. Questions concerning the project shall be sent in writing to the Contract Officer.

SPECIFICATIONS

Repair and resurface the following tennis courts:

Huntington Park Tennis Center / Courts A-1 and A-2 & Courts B-1 and B-2

1. Scheduling and planning of the project with the manager to provide the least disruption to the flow of customers and commerce for the complex. Barricades and perimeter flagging shall be placed around all areas where work is being performed. Automobile and pedestrian access to the complex shall be maintained at all times.
2. Thoroughly scrape and clean court surface and fence line of all dirt, dust, sand, leaves and any and all other debris and vegetation. Scrape and remove all loose and flaking material and clean.
3. Remove grass and weeds from cracks, fence and perimeter of court surface and apply a non-selective herbicide in accordance with the manufacturer's directions to all growth areas.
4. Routing of all cracks with a power wire brush and filling of cracks with high density acrylic material.

5. Removal of protruding root bulge on Bank A with the replacement of pavement as necessary to create a smooth playing surface.
6. Leveling of all areas holding water more than 1/8 inch of water, one & one half after normal rainfall (70 degrees). Due to existing settlement on court, it may not be possible to eliminate all standing water.
7. Apply the LATEX-ITE Acrylic three coat color coat system or equivalent consisting of two (2) filler coats and one (1) finish coat in accordance with manufacturer's recommendation. Line the courts for regulation singles and doubles play by masking and hand painting in accordance with the United States Tennis Court and Track Builders' Association specifications. Color of all courts to be two tone / blue court and green perimeter to match court colors on courts F-J, white lines (two inch) for tennis, speed of play medium.
8. Rehab of existing net posts through stripping, sanding, and painting with primer and rust resistant paint (color dark green).
9. Rehab Center Strap anchors as needed.
10. Upon completion of the work, remove all debris, materials, trash, drums, equipment and leave the area in a clean and orderly condition. Hang existing nets and center straps and leave in condition ready for play. Grade and seed any disturbed grass areas.
11. All work to be in accordance with manufacturer's recommendations.
12. Work to be guaranteed for workmanship and materials for a period of one year from the completion date.

Menchville High School / 4 courts closest to school parking lot

1. Scheduling and planning of the project with the manager to provide the least disruption to the flow of customers and commerce for the complex. Barricades and perimeter flagging shall be placed around all areas where work is being performed. Automobile and pedestrian access to the complex shall be maintained at all times.
2. Thoroughly scrape and clean court surface and fence line of all dirt, dust, sand, leaves and any and all other debris and vegetation. Scrape and remove all loose and flaking material and clean.
3. Remove grass and weeds from cracks, fence and perimeter of court surface and apply a non-selective herbicide in accordance with the manufacturer's directions to all growth areas.

4. Routing of all cracks with a power wire brush and filling of cracks with high density acrylic material.
5. Application of an asphalt impregnated fiberglass mat, bonded with acrylic adhering material on all crack repair areas most of which are near the end line serving areas.
6. Leveling of all areas holding water more than 1/8 inch of water, one & one half after normal rainfall (70 degrees). Due to existing settlement on court, it may not be possible to eliminate all standing water.
7. Apply the LATEX-ITE Acrylic three coat color coat system or equivalent consisting of two (2) filler coats and one (1) finish coat in accordance with manufacturer's recommendation. Line the courts for regulation singles and doubles play by masking and hand painting in accordance with the United States Tennis Court and Track Builders' Association specifications. Color of all courts to be two tone / green court and red perimeter to match adjacent 2 courts on site, white lines (two inch) for tennis, speed of play medium.
8. Rehab of existing net posts through stripping, sanding, and painting with primer and rust resistant paint (color dark green).
9. Rehab Center Strap anchors as needed.
10. Upon completion of the work, remove all debris, materials, trash, drums, equipment and leave the area in a clean and orderly condition. Hang existing nets and center straps and leave in condition ready for play. Grade and seed any disturbed grass areas.
11. All work to be in accordance with manufacturer's recommendations.
12. Work to be guaranteed for workmanship and materials for a period of one year from the completion date.

Warwick High School / 4 courts at corner of Harpersville Rd. and Gatewood Rd.

1. Scheduling and planning of the project with the manager to provide the least disruption to the flow of customers and commerce for the complex. Barricades and perimeter flagging shall be placed around all areas where work is being performed. Automobile and pedestrian access to the complex shall be maintained at all times.
2. Thoroughly scrape and clean court surface and fence line of all dirt, dust, sand, leaves and any and all other debris and vegetation. Scrape and remove all loose and flaking material and clean.

3. Remove grass and weeds from cracks, fence and perimeter of court surface and apply a non-selective herbicide in accordance with the manufacturer's directions to all growth areas.
4. Routing of all cracks with a power wire brush and filling of cracks with high density acrylic material.
5. Application of an asphalt impregnated fiberglass mat, bonded with acrylic adhering material on all crack repair areas.
6. Raise and repair sunken net post foundations as necessary to create a smooth playing surface.
7. Leveling of all areas holding water more than 1/8 inch of water, one & one half after normal rainfall (70 degrees). Due to existing settlement on court, it may not be possible to eliminate all standing water.
8. Apply the LATEX-ITE Acrylic three coat color coat system or equivalent consisting of two (2) filler coats and one (1) finish coat in accordance with manufacturer's recommendation. Line the courts for regulation singles and doubles play by masking and hand painting in accordance with the United States Tennis Court and Track Builders' Association specifications. Color of all courts to be two tone / green court and red perimeter to match other courts next to Warwick High School, white lines (two inch) for tennis, speed of play medium.
9. Rehab of existing net posts through stripping, sanding, and painting with primer and rust resistant paint (color dark green).
10. Rehab Center Strap anchors as needed.
11. Upon completion of the work, remove all debris, materials, trash, drums, equipment and leave the area in a clean and orderly condition. Hang existing nets and center straps and leave in condition ready for play. Grade and seed any disturbed grass areas.
12. All work to be in accordance with manufacturer's recommendations.
13. Work to be guaranteed for workmanship and materials for a period of one year from the completion date.

Award

Award shall be made in accordance with Chapter 2 Article XX, Section 2-563, Newport News City Code. Award will be made to the lowest responsive, responsible bidder based on the Bid Total.

In determining Bid Total the City shall consider the Bid Total the sum of all three locations prices. The City reserves the right to reject all bid prices.

QUESTIONS

Questions regarding this IFB, should be directed to the Department of Purchasing, Kimberly Kapalka by email: kkapalka@nngov.com (preferred) or facsimile at (757) 926-8038, *not less than five (5) days* prior to the bid due date. All questions must be submitted *in writing*; telephonic inquiries will not be **considered**.

REFERENCES

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

EXCEPTIONS:

Note: 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 submittal):

Firm:

Signature:

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

PAYMENT TERMS IF OTHER THAN 2% 20, NET 30 DAYS _____

Payment terms shall be considered in determining the low bidder.

BID RESULTS

Bid results may be obtained from our web site: www.nngov.com/purchasing or www.demandstar.com

Pricing Sheet

Location	Prices
<ul style="list-style-type: none"> • Huntington Park Tennis Center / Courts A-1 and A-2 & Courts B-1 and B-2 	\$ _____
<ul style="list-style-type: none"> • Menchville High School / 4 Courts closest to school parking lot 	\$ _____
<ul style="list-style-type: none"> • Warwick High School / 4 courts at corner of Harpersvilles Road and Gatewood Road 	\$ _____
	Bid Total \$ _____

INSURANCE ENDORSEMENTS

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

City of Newport News

Purchasing Department

**2400 Washington Ave
Newport News, VA 23607**

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

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

CG 20 10 10 93

Endorsement

Alternate Employer

WC 00 03 01

Policy Amendment

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

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

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

SCHEDULE

Alternate Employer

Address

State of Special
or Temporary Employment

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

Virginia

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

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

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

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

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

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

**WORKER'S COMPENSATION
CERTIFICATE OF COVERAGE**

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

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

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

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance Yes

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for workers' compensation Yes

Title of Construction Contract: Repair and Resurface Tennis Courts

Contract Number: IFB 2011-758-1705

Signed By: _____

Title: _____

Firm Name: _____

Address: _____