



CITY OF SUFFOLK

P.O. Box 1858, Suffolk, VA 23439-1858; T (757) 514-7520; Fax (757) 514-7524

Purchasing Division

INVITATION FOR BID

Paving Services – Annual Contract

ACCEPTANCE DATE: Prior to 3:00 p.m. June 20, 2012 “Local Verizon Time”

IFB NUMBER: 2012-00112

MAIL OR DELIVER RESPONSE TO: Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

BID OPENING LOCATION: Purchasing Conference Room
441 Market Street, Room 105

Requests for information related to this Invitation for Bid should be directed to:

Ivy Crawford, Buyer I
(757) 514-4015
Email address: icrawford@suffolkva.us

This document can be down loaded from our web site: www.suffolkva.us/bids/index.jsp

Issue Date: May 31, 2012

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this bid document from the City's website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your bid to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.

INVITATION FOR BID

PAVING SERVICES – Annual Contract

SECTION/TITLE

1.0 PURPOSE..... 3

2.0 COMPETITION INTENDED 3

3.0 CONTRACT PERIOD..... 3

4.0 BID BOND 3

5.0 PERFORMANCE BOND AND LABOR AND MATERIALS BOND 4

6.0 SCOPE OF SERVICES..... 4

7.0 INSTRUCTION TO BIDDERS 9

8.0 CONTRACT TERMS AND CONDITIONS 12

References..... 22

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA 24

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES ... 25

BID PRICING FORM AND OTHER FORMS TO BE EXECUTED BY THE BIDDER

Prepared By: Ivy Crawford, VCA Date: May 31, 2012
Buyer I

PAVING SERVICES – Annual Contract

1.0 PURPOSE

The intent of this Invitation for Bid and resulting contract is to obtain competitive bids for the City's annual requirements for asphalt paving to be performed by the contractor within the perimeters of the City of Suffolk. The contractor will be responsible for providing all materials, operator(s), labor, transportation, equipment, traffic control, permits and fees necessary to perform the work.

Prices quoted on the attached BID FORM shall include smaller projects (jobs requiring less than 500 tons of asphalt) and larger projects (jobs exceeding 500 tons of asphalt). The City does not guarantee any minimum amount of work to be performed under either category during the annual contract period.

The City reserves the right to award this contract to one or more vendors based on the lowest responsive and responsible bidder(s), as well as the availability of the contractor(s) to perform the work in a timely manner.

2.0 COMPETITION INTENDED

It is the City's intent that this Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for bids to close.

3.0 CONTRACT PERIOD

The contract shall cover the period from date of award through June 30, 2013.

This contract may be renewed based on the terms and conditions at the expiration of its term by mutual agreement of the contractor and the City. The City reserves the option to renew this agreement for two (2) additional one-year periods.

Notice of intent to renew will be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract.

4.0 BID BOND

All bids shall be accompanied by a bid bond, certified check, or other acceptable security executed by a surety company licensed to do business in the Commonwealth of Virginia, as a guarantee that the bid will not be withdrawn for a period of sixty (60) days after the bid opening, and that the bidder will enter into the contract for the work mentioned in the bid. The amount of the bid security shall be equal to five percent (5%) of the total bid amount and shall be payable to the Treasurer, City of Suffolk, Virginia.

If the Bid Bond is not submitted with the Bid Package, the Bid shall be considered non-responsive. If selected for award, failure to enter into a contract agreement with the City will result in the forfeiture of the bid bond.

5.0 PERFORMANCE BOND AND LABOR AND MATERIALS BOND

The successful bidder will be required to provide a Performance Bond and Labor and Materials Bond payable to the Treasurer of the City of Suffolk, each in the amount of two hundred and fifty thousand dollars (\$250,000.00) as a guarantee for the faithful performance of work associated with this contract. Such bonds must be furnished to the City within fifteen (15) days after requested. The successful bidder, upon failure or refusal to furnish the required bonds or deposit with the time specified, shall pay to the City of Suffolk as liquidated damages for such failure or refusal an amount equal to the bid security deposited with the bid. Additional performance bond may be needed for individual work assignments which exceed (\$250,000.00).

All bonds must be furnished by such Surety Company or companies as are authorized and licensed to transact business in the Commonwealth of Virginia or, in the event that Federal courts may have jurisdiction, the United States District Court for the Eastern District of Virginia, Norfolk Division.

6.0 SCOPE OF SERVICES

6.1 Project Specifications

- A. All work shall be in a first-class workmanlike manner acceptable to the City in all respects. Work shall conform to the latest Virginia Department of Transportation (VDOT) Road and Bridge Specifications for applying asphalt paving overlays. The following special conditions shall apply:
 - 1. The Contractor shall be available for paving at any time after being given ten (10) days notice of paving requirements for larger projects exceeding 500 tons of asphalt and three (3) days notice of paving requirements for smaller projects using less than 500 tons of asphalt.
 - 2. The Contractor shall schedule all work between 9:00 a.m. and 4:00 p.m. Monday thru Friday for all Primary Routes 13, 32, 58, 17, 460, 189, 337, 10, College Drive, and Bennett's Pasture Road. Roadway(s) must be clear of all construction equipment and open to traffic by 4:00 p.m. No work will be allowed from 12 noon on the day before a holiday and before 12 noon the day after a holiday. Secondary roadways may be paved between the hours of 6:00 a.m. and 6:00 p.m.
 - 3. The Contractor shall furnish all signs, cones and flagmen to maintain proper traffic control. Street closings may be allowed with prior approval of Public Works. The Department of Traffic Engineering shall provide technical assistance only for daily traffic control.
 - 4. The Contractor shall be required to sweep all surfaces prior to paving. The City shall maintain its normal street sweeping schedule.

5. All intersections are to be paved fifty feet (50') behind radius point or as directed.
6. Contractor shall adjust drainage grades of all intersecting streets and driveways to prevent ponding of water, including appropriate grade for unpaved entrances. Set driveway grade charge as a separate pay item AS EACH. Indicate price for this item as requested on the BID FORM.

Driveway leveling shall include paving to the back of the right of way or as specified by Public Works Management.

7. Producing plant for paving materials must be VDOT certified.

6.2 Application for Bituminous Concrete

- A. Description: This work shall consist of constructing one (1) or more courses of Bituminous concrete on a prepared base in accordance with these specifications and in reasonably close conformity with the lines, grades, thickness and typical cross-sections shown on the plans or established by the architect or engineer.
- B. Work shall conform to the latest Virginia Department of Transportation Road (VDOT) and Bridge specifications for applying asphalt paving overlays. The Contractor shall scratch coat, repair and level existing surface under direction of the engineer; the Contractor shall sweep all pavement to be over-layed.
- C. Tack Coat and Prime: When a tack coat or prime is required and specified on the plans or in the contract, the bituminous material used shall conform to the Virginia Department of Highways and Transportation Standards and Specifications for the type and grade specified. Unless otherwise specified in the contract or on the plans, the rate of application for tack shall be between 0.05 and 0.15 gallons per square yard. The rate of application for prime shall be determined in accordance with The Asphalt Institute ES-12, entitled "Asphalt Surface Treatments Construction Techniques" or as otherwise specified. Tack will be included in tonnage price of the asphalt.
- D. Placing Limitations: Bituminous mixtures shall not be placed when weather or surface conditions are such that the material cannot be properly handled, finished, or compacted. The surface upon which bituminous mixtures are to be placed shall be free of standing water at the time such materials are spread.
- E. Hauling Equipment: Trucks used for hauling bituminous mixtures shall have tight, clean, smooth metal bodies equipped with a positive locking metal tailgate. Metal surfaces which are to be placed in contact with bituminous mixtures shall be given a thin coat of fuel oil, emulsifiable oil, lime solution, or other approved material to prevent the mixture from adhering thereto. Truck bodies shall be drained to prevent an accumulation of excess release agent. Each truck shall have a suitable

cover to protect the mixture from adverse weather. The Contractor shall not exceed safe load/maximum load as set by Transportation Standard.

- F. Bituminous Pavers: Bituminous pavers shall be self-contained, power-propelled units with an activated screed or strike-off assembly, heated if necessary, and shall be capable of spreading and finishing courses of bituminous plant mix material which will meet the thickness, smoothness, and grade specified on the plans or in the contract. Pavers used for shoulders and similar construction shall be capable of spreading and finishing courses of bituminous plant mix material in widths specified.
- G. The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. The paver shall be capable of operating at a forward speed consistent with satisfactory laying of the mixture.
- H. Rollers: Rollers used may be of the vibratory, steel wheel, or pneumatic tire type. They shall be in good condition, capable of reversing without backlash, and operating at slow speeds to avoid displacement of the bituminous mixture. The number, type and weight of rollers shall be sufficient to achieve the required density without detrimentally affecting the compacted material.
- I. Conditions of Existing Surface(s): Contact surfaces of curbing, gutters, manholes, and other structures projecting into or abutting the pavement shall be painted with a thin, uniform tack coating prior to the bituminous mixture being placed against them.
- J. Removing Depressions and Elevating Curves: Where local irregularities in the existing surface would otherwise result in a course more than three inches (3") thick after compaction, the surface shall be brought to uniform profile by patching or leveling with bituminous concrete and thoroughly tamping or rolling until it conforms with the surrounding surface. The mixture used shall be the same as that specified for the course to be placed.
- K. In super-elevating curves, the mixture shall be placed in courses of such depth as will permit proper compaction. The bitumen content of mixtures used for this purpose may be reduced when approved by the engineer.
- L. Transporting, Spreading and Finishing: The mixture shall be transported from the mixing plant to the point of use in vehicles conforming to the requirements of the section on hauling equipment. Hauling over freshly placed asphalt shall not be permitted until the material has been compacted as specified and allowed to cool at atmospheric temperature. The mix shall be placed at a temperature consistent with the asphalt viscosity that will permit required compaction and have a maximum moisture content of 0.5 percent (.05%). The mixture shall be spread to the full width and struck off in a uniform layer of such depth that when

compacted shall have the required thickness and shall conform to the grade and contour indicated.

- M. Bituminous concrete surface courses shall be placed in layers not exceeding an application rate of 200 pounds per square yard, unless otherwise specified. Intermediate courses shall be placed in layers not exceeding an application rate of 350 pounds per square yard, unless otherwise specified.
- N. The speed of the paver shall be regulated to eliminate pulling and tearing of the bituminous mat. Unless otherwise directed, placing shall begin along the centerline of areas to be paved on a crowned section or on high side of areas with only one-way slope. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread, raked, and luted by hand and tools.
- O. Compaction: After spreading, the mixture shall be thoroughly and uniformly compacted with power rollers. Rolling of the mixture shall begin as soon after spreading as it will bear the roller without undue displacement or hair checking. The speed of the roller shall at all times be sufficiently slow to avoid displacement of the hot mixture. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause shall be corrected at once. The number, type, and weight of rollers shall be sufficient to achieve the required density without detrimentally affecting the compacted material. In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers or plate compactors.
- P. Joints: Pavement cold joints shall be minimized whenever possible. All joints shall be made in such a manner as to insure a continuous bond between old and new sections of the pavement and shall present the same textures and smoothness as other sections of the course. The rollers shall not pass over the unprotected end of freshly laid mixtures except when necessary to form a transverse joint. Longitudinal joints which are irregular, damaged, or otherwise defective, shall be cut back to expose a clean, sound surface for the full depth of the course after which the area shall be patched with the same type of paving material.
- Q. Pavement Tolerances: The variation of the surface shall not exceed one-quarter inch (1/4") as measured with a ten foot (10') straight edge. The surface course shall be constructed in accordance with the rate of application shown on the plans or outlined in the contract.
- R. Traffic Control: The Contractor shall furnish all signs, cones and flagmen to maintain proper traffic control.
- S. Excess Material: Excess material shall not be left on the right of way/and or job site.
- T. Basis of Payment: Price quoted on the BID FORM shall be a price per ton and shall include all materials, equipment, labor, transportation,

permits and fees required to complete the work. Costs associated with bituminous concrete shall include tack, as specified herein.

U. Completion Schedule: as required by individual job site

6.3 Milling

- A. Milling is based on average depth of milling as determined in the field. Milling requirements will vary from street to street.
- B. Price shall include any saw cutting or hand labor required to complete milling operations, ramping to provide smooth transition for each days operation at intersections, driveways, all termination points, manholes, etc., street sweeping/cleaning, removal and disposal of millings.
- C. Proper drainage shall be established and maintained throughout the project.
- D. The milling machine shall be self-propelled and have continuously variable depth control adjustments. The machine shall be of a type specifically designed for reduction in size of pavement material in place. The cutting drums shall be enclosed and shall have a sprinkling system around the reduction chamber for pollution control.
- E. The equipment for removing the resultant milling shall be self-lading and built into the milling machine as one unit. The removal equipment shall be capable of accurately removing the millings.
- F. The milled surface shall be thoroughly swept clean. All loose or rough broken material shall be removed by hand or by jackhammer as part of the unit price bid.
- G. The contractor is responsible for determining a “manageable section” to be milled/paved per night/day. Milling requirements will vary but at least 7’ wide milling adjacent to the gutter pan/shoulder with a 1”- 1 ½” depth at the gutter plan to 0” depth at the 7’ point is required as a minimum.
- H. Additional milling shall be decided in the field by Public Works representative based on field conditions (high crown, driveway considerations). Contractor and Public Works representative shall review each street prior to milling crew mobilizing on –site.
- I. The contractor is required to pave all milled surfaces within five (5) days from the date the milling is completed on each street. The contractor shall not be permitted to more than five (5) days ahead of the paving operations. If stone base is uncovered in a travel lane,

the contractor shall pave stone base area within two (2) days following the milling operation.

7.0 INSTRUCTION TO BIDDERS

7.1 Submission of Bids

Pricing must be submitted on the Invitation for Bid pricing form only; failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid. Include other information as requested or required. All bids shall be submitted in a sealed envelope and properly identified with the IFB number, IFB name and time and date of opening. The Bid may not be changed by markings on the envelope. Only the amounts indicated on the Bid Form will be considered in determining the final Bid Amount. Bids must be received by the Finance Department/Purchasing Division no later than the time specified on the opening date. ***Bids may be mailed to City of Suffolk, Purchasing Division, P.O. Box 1858, Suffolk, VA 23439-1858 or hand delivered to 441 Market Street, Room 105, Suffolk, Virginia 23434.*** Faxed and e-mailed bids shall not be accepted. It is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. The official time for bid acceptance deadline shall be provided via electronic date/time stamp as monitored by Purchasing staff.

7.2 City Contacts

Questions related to bid submittals should be directed to:

Ivy Crawford VCA
(757) 514-4015
icrawford@suffolkva.us

Ivy Crawford, Buyer I, is the designated authorized spokesperson for the City of Suffolk with respect to this IFB. All questions should be directed to the Buyer's attention. The respondents to this IFB shall not contact, either directly or indirectly, any other employee or agent of the City regarding this IFB. This prohibition shall also extend to the Suffolk City Council and locally elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.

7.3 Firm Pricing

Bid price must be firm for city acceptance for 60 days from the bid opening date. Pricing shall be based on the Virginia Asphalt Association Price Adjustment Index; a copy of the price sheet must accompany the bid. Price adjustment requests must be accompanied by the price sheet

Price Adjustments will be allowed in accordance with VDOT specifications for liquid AC. The contractor must provide liquid AC price reference sheet with the bid.

7.4 Unit Price

Bid unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

7.5 Contract Quantities

The quantities specified in the Invitation for Bid are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity, which will be ordered, since such volume will depend upon requirements, which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the City.

NO BID WILL BE CONSIDERED WHICH STIPULATES THAT THE CITY OF SUFFOLK SHALL GUARANTEE A SPECIFIC AMOUNT OF WORK.

7.6 Authority to Bind Firm in Contract

Bids must include full legal firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show Title or Authority to bind the firm in a Contract.

7.7 Withdrawal of Bids

Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing company's letterhead either in person or by certified mail. No bids may be withdrawn after the established bid opening date or time, unless the purchaser has extended the opening date.

7.8 Rejection of Bid

The City reserves the right to waive any technical errors in bids received and/or to reject any and all bids. Without limiting the generality of the foregoing, any bid which is incomplete, obscure, or irregular may be rejected; any bid failing to comply with all terms and conditions or failing to conform to the specifications may be rejected; any bid having interlineations, erasures, or corrections not appropriately initialed by the bidder may be rejected; and any bid accompanied by an insufficient or irregular bid security may be rejected.

7.9 Late Bid

Late bids will be returned to bidder unopened, if opening date and bidder's return address is shown on the container. Late bids shall not be accepted. It is the responsibility of the bidder to ensure the bid is received prior to the bid acceptance time.

7.10 Rights of the City

The City reserves the right to accept or reject all or part of any bid, waive any informality and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

7.11 Use of Contract by Other Public Bodies

Bidders are advised that the resultant contract may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the resulting contract. If any other public body decides to use the final contract, the Contractor shall deal directly with the public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. The City of Suffolk acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to a public body will have no effect on consideration of your bid.

It is the Contractor's responsibility to notify the public body(s) of the availability of the contract(s).

Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of this contract is consistent with their laws, regulations and other policies.

Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

The City of Suffolk shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

7.12 Inclement Weather/Closure of City Hall

If City Hall is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

7.13 Announcement of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the bulletin board located outside of Room 105 of the Purchasing Division and/or on the City's web site, www.suffolkva.us for a minimum of ten (10) days.

7.14 Taxes in Arrears

No bid or proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears, or is in default to the City upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to the City.

7.15 Bidder Qualification

Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and perform in accordance with the provisions herein.

The City may, at its option, disqualify a bidder and reject his bid for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among bidders.
- Receipt of more than one bid on any project from an individual, or from a corporation. This restriction does not apply to subcontractors
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.

8.0 **CONTRACT TERMS AND CONDITIONS**

The resulting contract with the successful bidder will be subject to the following terms and conditions:

8.1 License Requirement

All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance.

Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.

8.2 Insurance

Contractor shall purchase and maintain the following insurance coverage:

- a. Workers Compensation
As statutorily required by the Commonwealth of Virginia. Employers Liability, minimum requirement of \$1,000,000.
- b. Commercial General Liability
Minimum Limits
General Liability:
 - \$3,000,000 General Aggregate Limit
 - \$3,000,000 Products & Completed Operations
 - \$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit
\$1,000,000 Fire Damage Limit
\$1,000,000 Medical Expense Limit

c. Auto Liability insurance

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$1,000,000 Medical Expense Limit

d. Umbrella/Excess Liability

\$2,000,000 umbrella/excess liability coverage

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The CONTRACTOR'S insurance shall be primary over any applicable insurance or self-insurance maintained by the CITY.
4. The CONTRACTOR shall provide 30 days written notice to the CITY before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for CONTRACTOR'S subcontractors shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the CITY. At the option of the CITY, the insurer shall reduce or eliminate such deductible or self-insured retention, or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the CITY, its officers/officials, agents, employees
8. The insurer shall agree to waive all rights of subrogation against the CITY, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The CONTRACTOR shall furnish the CITY certificates of insurance including endorsements affecting coverage. The

certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A: VII. If A.M. Best rating is less than A: VII, approval must be received from CITY's Risk Manager.
11. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

8.3 Hold Harmless Clause

The Contractor shall, during the term of the contract, defend, indemnify and hold harmless the City of Suffolk from and against any and all losses, damages, claims, fines, penalties, suits and costs, including bodily injury or death of any person(s), or loss or damage to property, as well as fines, assessments and penalties imposed by any authority which may arise out of any violations of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees occurring in connection with the products, completed operations, and other services covered herein.

8.4 Safety

All contractor and subcontractor performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

8.5 Anti-Discrimination

By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation 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 nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.6 Ethics in Public Contracting

By submitting a bid, the bidder certifies that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. (Code of Virginia 2.2-4367)

8.7 Compliance with Federal Immigration Law

Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

8.8 Debarment Status

By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8.9 Antitrust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Suffolk all rights, title and interest in and to all causes of action it

may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Suffolk under said contract.

8.10 Drug-free Workplace

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 such prohibition; (iii) state in all solicitations or advertisements for employees placed by or 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 purpose of this section, "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 chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

8.11 Exemption from Taxes

The City is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the City's tax exempt status will be furnished by the City of Suffolk.

8.12 Faith-Based Organizations

City of Suffolk does not discriminate against faith-based organizations.

8.13 Substitutions

NO substitutions or cancellations permitted after award without written approval by the Purchasing Agent.

8.14 Method of Payment

Contractor shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the City will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.

Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.15 Payments to Subcontractors

Within seven (7) days after receipt of monies paid by the City for work performed by a subcontractor under this contract, the contractor shall either:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this contract; or
- b. Notify the City and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

Payments to subcontractor shall be made in accordance with § 2.2-4354 of Code of Virginia (1950), as amended. Unless otherwise specified in the contract, interest shall accrue at the rate of one percent (1%) per month.

8.16 Non-Assignment

This contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

8.17 Termination without Cause

The City may at any time, and for any reason, terminate this Contract by written notice to contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to contractor by certified mail/return receipt requested at the address set forth in contractor's Bid or as provided in this Contract.

In the event of such termination, contractor shall be paid such amount as shall compensate contractor for the work satisfactorily completed, and accepted by the City, at the time of termination.

If the City terminates this Contract, contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the City any work completed or in process for which payment has been made.

8.18 Termination with Cause/Default/Cancellation

In the event that contractor shall for any reason or through any cause be in default of the terms of this Contract, the City may give contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid/Proposal or as provided in this contract.

Unless otherwise provided, contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of contractor to cure the default, the City may immediately cancel and terminate this contract as of the mailing date of the default notice.

Upon termination, contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

8.19 Non-Appropriation – Availability of Funds

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this contract, the City shall immediately notify contractor of such occurrence and this contract shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the City of any kind whatsoever.

8.20 Changes and Additions

It shall be the responsibility of the Contractor to notify the City, in writing, of any necessary modifications or additions in the Scope of this Agreement. Compensation for changes or additions in the Scope of this Agreement will be negotiated and approved by the City, in writing.

It is understood and agreed to by both the City and the Contractor that such modifications or additions to this Agreement shall be made only by the full execution of the City's standard Agreement change order form. Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to this Agreement prior to the City's execution of its standard Agreement change order form shall be at the total risk of the Contractor and said work may not be compensated by the City.

8.21 Severability

If any part, term, or provision of this agreement, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provision or portion of the contract document.

8.22 Conflict of Interest

Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the City.

8.23 Responsibility of Contractor

The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.

8.24 Controlling Law; Venue; Pending/during Litigation

This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

8.25 Applicable Laws

This contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, City of Suffolk.

8.26 Compliance with State Law, Foreign and Domestic Business authorized to Transact Business in the Commonwealth (VPPA §2.2 – 4311.2)

A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is to include in its bid or proposal 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 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. A public body may void any contract with a business if the business fails to remain in compliance with the provisions of this section.

BID FORM

TO: City of Suffolk
Purchasing Division
P.O. Box 1858
Suffolk, VA 23434

BID: Paving Services
DUE: *June 20, 2012*
TIME: 3:00 p.m., Local

Quote firm price, exclusive of taxes, to provide all materials, operator(s), labor, transportation, equipment, permits, and fees necessary to furnish annual paving services for the Department of Public Works Roads Maintenance Division in accordance with all specifications, terms, and conditions herein.

Prices quoted below shall include SMALL PAVING PROJECTS (jobs requiring less than 500 tons of asphalt) and LARGE PAVING PROJECTS (jobs exceeding 500 tons of asphalt). The City does not guarantee any minimum amount of work to be performed under either category during the annual contract period.

The City reserves the right to award this contract to one or more vendors based on the lowest responsive and responsible bidder, as well as the availability of the contractor to perform the work in a timely manner.

CATEGORY I: LARGE PAVING PROJECTS

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
12,000 Tons	SM-9.5A	\$ _____	\$ _____
8,000 Tons	SM-9.5D	\$ _____	\$ _____
5,000 Tons	BM2	\$ _____	\$ _____
50 Each	Driveway Leveling	\$ _____	\$ _____
5,000 Tons	IM-19	\$ _____	\$ _____
5,000 SY	Milling	\$ _____	\$ _____

TOTAL for CATEGORY I: \$ _____

CATEGORY II: SMALL PAVING PROJECTS

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
6,000 Tons	SM-9.5A	\$ _____	\$ _____
4,000 Tons	SM-9.5D	\$ _____	\$ _____
2,500 Tons	BM2	\$ _____	\$ _____

25 Each	Driveway Leveling	\$ _____	\$ _____
5,000 Tons	IM-19	\$ _____	\$ _____
2,500 SY	Milling	\$ _____	\$ _____

TOTAL for CATEGORY 2: \$ _____

GRAND TOTAL: \$ _____ (Categories 1 and 2)

The Contractor shall adjust drainage grades of all intersecting streets and driveways to prevent ponding of water, to include appropriate grade for unpaved entrances.

Driveway grade charge shall be \$ _____ per job performed.

WORK SCHEDULE (May be a factor in award)

SMALL PAVING JOBS: Work shall begin within _____ days of Notice to Proceed.

LARGE PAVING JOBS: Work shall begin within _____ days of Notice to Proceed.

Payment Terms/Discounts _____ (Suffolk's payment schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than 30 Days from receipt of proper invoice will not be considered in award.)

Contact Person: _____ **Phone no.:** _____

Registered Virginia Contractor No. _____

Bidder has included the following with his BID FORM (please check):

_____ **“Anticollusion/Nondiscrimination/Drug Free Workplace” clause**

_____ **Bid Bond (must be provided with BID FORM)**

_____ **Certification of Insurance**

_____ **SCC form and number assigned**

_____ **Price reference sheets**

References: Indicate below a listing of at least three (3) recent references for whom you have provided similar services. Include the date services were furnished and the name, address, and phone number of the person we have your permission to contact.

<u>Client/Address</u>	<u>Date</u>	<u>Contact Person</u>	<u>Phone No</u>
1) _____ _____ _____	_____	_____	_____
2) _____ _____ _____	_____	_____	_____
3) _____ _____ _____	_____	_____	_____

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax _____

Email Address: _____ Cell Phone # _____

Soc. Security # or FIN # _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/ service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify by my signature below that I have received the documents associated with this bid and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to further claims against the City of Suffolk that the document were incomplete or not understandable.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Code of Virginia, Section 2.1-639.1 et. seq.

* **Signature** _____ **Date** _____

Title _____

* Person signing bid should show title or authority to bind the firm in a contract.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures establish to implement this section is granted by the City Manager, as applicable.

If this quote for goods or services is accepted by the City of Suffolk, Virginia the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is _____.

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): **Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

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 SUCH 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 SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, 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.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT 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 THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - 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.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No