

# INVITATION FOR BID

City of Suffolk  
**IFB#18112-AG**  
June 12, 2018



Purchasing Division  
442 W. Washington Street, Room 1086  
Suffolk, VA 23434  
Phone: (757) 514-7520 Fax: (757) 514-7524  
<http://www.suffolkva.us/739/Purchasing-Division>

## Asphalt Pavement Repair & Resurface Services

**Scope of Work:** The intent of this Invitation for Bid (IFB) and resulting contract is to obtain competitive bids for the City's annual requirements for asphalt pavement repair and resurface services 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.

**Bid Due: 3:00 p.m., June 28, 2018**

**Contract Officer:** \_\_\_\_\_ *Amy Gardner* \_\_\_\_\_

Amy Gardner, Buyer, [agardner@suffolkva.us](mailto:agardner@suffolkva.us)

*The Buyer, Amy Gardner is the Contract Officer for the City of Suffolk with respect to this IFB. All questions and/or comments should be directed to her at this email address: [agardner@suffolkva.us](mailto:agardner@suffolkva.us). 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 other elected City officials. Any such unauthorized contact may disqualify the bidder from the procurement. All questions concerning bid must be in writing and received five (5) business days prior to the bid opening.*

Full bid documents can be downloaded at the City of Suffolk website [www.suffolkva.us](http://www.suffolkva.us).

Sealed bids subject to the conditions and instructions contained herein, will be received at the office of the Purchasing Agent listed above, until the time and date shown above (local prevailing time), for furnishing the items or services described in the bid.

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

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

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

Telephone: \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

In compliance with this Invitation for Bid (IFB), and subject to all the conditions thereof, the signatory offers, if this bid is accepted within ninety (90) 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 above signature certifies the bidder has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named above.

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.

# INVITATION FOR BID

## Asphalt Pavement Repair & Resurface Services

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## **PURPOSE**

The intent of this Invitation for Bid (IFB) and resulting contract is to obtain competitive bids for the City's annual requirements for asphalt pavement repair and resurface services 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.

## **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) business days prior to the date set for bids to close.

## **CONTRACT PERIOD**

The contract shall cover the period from date of award through January 31, 2019.

The City reserves the option to renew this agreement for three (3) additional one-year periods ending January 31, 2022. Unless notified in writing thirty (30) days prior to the expiration date, the contract will automatically renew during these periods.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of twelve (12) months. Any increase in rates shall be limited to the lesser of the Consumer Price Index for all Urban Consumers (CPI-U) – Other Goods and Services (unadjusted for the current 12 month period) or 3%. The City does not guarantee any rate increase. **The City must be notified of any rate increases during the contract period.**

## **SCOPE OF WORK-PAVING SERVICES (APPENDIX 1)**

### **BOND INFORMATION**

#### **Bond Forms-Attachment B**

#### **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.**

## **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.

### Project Specifications

All work shall be in a first-class workmanlike manner acceptable to the City in all respects. All work and materials shall conform to the latest Virginia Department of Transportation (VDOT) Road and Bridge Specifications. 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. Night paving operations may be required on primary routes as needed.
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. Driveway grade, tie-in, wedge shall be included in the price for item Asphalt Concrete.

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.
8. All work shall be performed in accordance with all applicable local, state, and federal regulations with regard to safety and environmental concerns.

#### 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. The Contractor shall scratch coat, repair and level existing surface under direction of the City's representative; the Contractor shall sweep all pavement to be over-laid.
- C. Tack Coat and Prime: When a tack coat or prime is required, 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 asphalt release agent, 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 City's representative.
- 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: Contractor shall ensure the safety of all workers and the traffic traveling near the work area, proper traffic control devices shall be installed. The Manual of Uniform Traffic Control Devices (MUTCD) guidelines and Virginia Work Area Protection Manual (latest version) must be adhered to while performing this service. All flaggers must be certified per state regulations. The contractor shall develop a traffic control plan that considers traffic volume and curing time of the sealant for each work location. The plan must be approved by the Public Works Road Maintenance Division.



- 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

### 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 legal/lawful 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 the mobilization of the milling crew.
- 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 one (1) day following the milling operation. Arterial streets shall be paved three (3) days after the surface is milled.

Additional Specifications

**SEE APPENDIX 1-PAVING**

**SCOPE OF WORK-CRACK SEALING (APPENDIX 2)**

Services under the annual contract shall be provided on an “as needed” basis and shall include all labor, equipment, materials, supplies, travel time and any other costs necessary to perform the work.

Crack sealing refers to routing cracks and placing material on the routed channel. In this case it will also refer to the placement of material in/on and uncut crack.

Crack sealing is a preventative maintenance technique that adds no structural capacity to pavement therefore, shall not be used on pavement with fatigue and alligator cracking. These conditions indicate pavement structure failure and crack sealing will not extend the life cycle of this pavement condition. Crack sealing shall be used where there are minor pavement distress areas and has sufficient structural capacity to meet present and future structural needs.

The ambient temperature for this process should be between 45 and 65 degrees Fahrenheit.

Before application of sealant, all cracks must be thoroughly cleaned to ensure a clean, dry crack channel and to optimize adhesion between the sealant and the pavement surface.

When contractor is sealing a wide area fine aggregate or sand shall be placed on the fresh sealant to maintain the skid resistance.

Successful Bidder shall have at least five (5) years of experience in providing the services/goods detailed in this Invitation to Bid and the necessary resources to perform the services or provide the goods. Bidder’s references shall demonstrate the capability, in all respects, to perform the work specified herein.

Additional Specifications

**SEE APPENDIX 2-CRACK SEALING**

**POLICE ASSISTANCE FOR PAVING OPERATIONS (APPENDIX 3)**

### Other Specifications

**For specifications for Asphalt Patching and CG-12 please refer to the VDOT website under Special Provision and copied notes section.**

### Safety

Contractor shall follow all safety precautions regarding material handling and the operation of the equipment. Contractors employees shall wear safety apparel such as long sleeved shirts, leather gloves, steel toes boots, hard hats, and have adequate eye protection. When using hot pour crack sealants are applied at approximately 350 degrees Fahrenheit or more, special caution shall be exercised during the application.

### Traffic Control

Contractor shall ensure the safety of all workers and the traffic traveling near the work area, proper traffic control devices shall be installed. The Manual of Uniform Traffic Control Devices (MUTCD) guidelines and Virginia Work Area Protection Manual (latest version) must be adhered to while performing this service. All flaggers must be certified per state regulations.

The contractor shall develop a traffic control plan that considers traffic volume and curing time of the sealant for each work location. The plan must be approved by the Public Works Road Maintenance Division.

### Damages

All buildings, grounds, appurtenances and furnishings shall be protected by the Contractor from damage which might be done or caused by work performed under this contract. Any damages caused directly or indirectly by the Contractor or his agents or employees shall be repaired and/or replaced at the expense of the Contractor by methods approved by the City to restore the damaged areas(s) to its original condition.

The Contractor shall be held responsible for any acts of his/her employees. All damages, if any, shall be repaired to the complete satisfaction of the City.

Upon occurrence, the Contractor must immediately notify the owner of any damage made by his work force or any damage that may be discovered as the work progresses. Any damage not properly identified to the City shall be assessed to the Contractor.

The Contractor, along with a City representative, shall assess any damages that may have occurred to during the process of the repairs within 48 hours after the completion of the repairs. Assessment of damage must occur within one week from time of complaint by the City. Repairs shall be completed to the City's sole satisfaction within ten (10) working days after identification of the damage.

### Labor Rates

Labor rates will be based on an eight (8) hour day. Work may not begin before 7:00 a.m. and will not continue past 6:00 p.m. without approval from City staff. Work will be done Monday through Friday.

Overtime shall be defined as work performed past the regular eight (8) hour work day. Overtime work shall be approved in advance by the City, and compensated at 1.5 times

the regular hourly rate.

The Contractor may be required to have "hours worked" certified at the job site by City staff.

### Bid Evaluation and Award

If awarded, the bid shall be awarded to the lowest responsive and responsible bidder. In determining the lowest bidder, the following factors shall be considered:

- Price: as outlined on the BID FORM
- Ability, capability, and skill of the bidder to perform the contract within the time frame(s) specified.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The financial resources and ability of the bidder to perform the contract.

## CONDITIONS AND INSTRUCTIONS

Rev: 1/26/2016

1. **Use of Form:** All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of a conflict with published requirements, the bid may be considered non-responsive. The City's published specifications shall supersede any additional writings submitted with the bid. Such additional writings shall be clearly marked and noted as an exception.
2. **Submittals:** 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 required pages may result in a determination that the submittal is non-responsive. 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.
3. **Late Bids:** Bids and amendments thereto, if received by Purchasing 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 Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. **City Hall Closure:** If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the original scheduled hour.
5. **Acceptance of Bid:** Receipt of the bid by the City is not to be construed as an award or an order to ship.
6. **Offer/Acceptance:** Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. **Withdrawal of Bids:** Bidder has the right to request withdrawal of their bids from consideration due to error by giving notice not later than two business days after the bids are publicly opened. Work papers showing evidence of error(s) may be required.

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, electronically, or by certified mail.

8. **Addenda**: If issued, addenda to this solicitation will be posted on the Purchasing website: <http://apps.suffolkva.us/bids/>. It is the bidder's responsibility to check the website or to contact the Purchasing division prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated on the bid form in the appropriate spaces.
9. **Governing Document**: The solicitation document maintained by Purchasing in the bid file shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder may be cause to disqualify your bid.
10. **Award**: Award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids. Determination of low bid shall be determined by the audited figure shown on the pricing page titled 'Total Bid Amount.' In case of error in the extension of prices, the unit price shall govern.
11. **Negotiation**: 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 City may negotiate with the apparent low bidder to obtain a contract price within the available funds.
12. **Announcements**: Upon the award or the announcement of the decision to award a contract, the City will publicly post such notice on the bulletin board located outside of the Purchasing Division and on the City's web site: <http://apps.suffolkva.us/bids/>.
13. **City's Rights**: 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.
14. **Cooperative Agreements**: If authorized by the bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at the contract prices in accordance with the contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful contractor(s). The City of Suffolk acts only as the contracting agent and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the contractor's responsibility to notify the jurisdictions of the availability of contract(s).
15. **Prices**: Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the City. In case of error in the extension of prices, the unit price shall govern.

16. **Corrections:** 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 by the person signing the bid.
17. **Delivery:** The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
18. **Samples:** 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.
19. **Brand Names:** The use of the name of a manufacturer, brand, make or catalog designation in specifying an item shall restrict bidders to the manufacturer, brand, make or catalog designation identified, unless qualified by the provision "or approved equal". If qualified by the provision "or equal" the Brand Names are used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the City's sole judgment if a substitute product offered is an approved equal and acceptable.
20. **Standard equipment:** Any equipment delivered must be standard, new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
21. **Silence of Specifications:** 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.
22. **Capacity of bidder:** All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
23. **Rights to Damages:** By signing this bid, the bidder assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
24. **Anti-collusion:** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that

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

25. **Indemnification:** Offeror shall defend and indemnify the City, and the City's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Offeror, its employees, agents, and volunteers, or incurred by or claimed against the City, the City's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Offeror. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the City due to the negligent, fraudulent or criminal acts of the Offeror or any of the Offeror's officers, shareholders, employees, agents, consultants, sub-consultants, or any other person or entity acting on behalf of the Offeror. Unless otherwise provided by law, the Offeror indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
26. **Copyright Protection:** The Contractor agrees to defend and save the City, its agents, officials, 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, to the same extent as provided in the above paragraph.
27. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
28. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
29. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:



One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), 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) 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 conditions contractors.

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

“Licensed Class A Virginia Contractor Number \_\_\_\_\_”

“Licensed Class B Virginia Contractor Number \_\_\_\_\_.”

“Licensed Class C Virginia Contractor Number \_\_\_\_\_.”

30. **Payment Terms:** Payment terms shall be ‘Net 45’days, from the date of Contractor invoice approval by the City.

Payment terms, if offered, shall not be considered in determining the low bidder.

Discount period, if offered, shall be computed from the date of proper receipt of the contractor’s correct invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

The payment terms stated herein must appear on the contractor’s invoice. Failure to comply with this requirement shall result in the invoice being returned to the contractor for correction.

Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)  
Contractor shall submit invoices in duplicate, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on their submittal.

The City prefers to make payment with the City's Purchasing Card. Typically this enables faster payments to the Contractor. Are you willing and able to accept this type of payment? Yes\_\_\_\_ No\_\_\_\_

31. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.
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 goods and/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. **Appeals Procedure:** Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, et seq. Contact the buyer at once for assistance.
34. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.
35. **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 Section a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
36. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, 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; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) 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 section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

37. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
38. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

39. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount. Notwithstanding the above, in construction contracts, to the extent that an unreasonable delay is caused by the act or omissions of the City due to causes within the City's control, the above waiver or release shall not apply.

40. **Governing Law:** 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.

41. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

42. **Termination for Convenience:** 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 Proposal 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.

43. **Termination for Cause:** 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.

44. **Contact Prohibition:** 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 Contract Officer. Violation may result in a determination that your firm is ineligible for an award.

All questions shall be in writing to the Contract Officer shown on the title page of the bid. 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.

45. **Additional Conditions:** The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends be considered must be submitted with the bid and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted.
46. **Contractor Failure to Perform:** Failure of the Contractor to perform the contract by reason of the City's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the City, and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.
47. **Conflict:** In the event of a conflict between the contract documents, including these Conditions and Instructions, and the terms of a purchase order or related document issued by Purchasing, the contract documents shall control.
48. **Records and Inspection:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time

records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits.

49. **Rights and Remedies Not Waived:** In no event shall the making by the City of any payment to the Contractor, or the waiver by the City of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any right or remedies available to the City.
50. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
51. **Conflicts of Interests:** 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.
52. **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.
53. **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.

54. **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 upon request.
55. **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.
56. **Safety:** All Contractors and subcontractors 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.
57. **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 or email [comrev@suffolkva.us](mailto:comrev@suffolkva.us) .
58. **Contractor's Form:** In cases where the City may accept the Contractor's form agreement, whereas certain standard clauses that may appear in the Contractor's form agreement cannot be accepted by the City, and in consideration of the convenience of using that form, and this form, without the necessity of negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, the City's contract addendum shall prevail over the terms of the Contractor's agreement in the event of a conflict.
59. **Bidder Qualifications:** 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.
  - Contractor does not meet project-specific requirements, as identified in the Contract Documents
60. **Pricing to be F.O.B. Destination – Freight Allowed:** Pricing shall be F.O.B. destination-freight included for all competitive bids. F.O.B. Destination-Freight Included shall include all shipping costs to the City location(s) at the unit cost. No additional shipping charges shall be allowed.
61. **Contract Quantities:** The quantities specified in the Invitation for Bid are estimates only unless otherwise clearly noted, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may 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, except as clearly noted.
62. **Competition Intended:** It is the City's intent that the Invitation for Bid (IFB) permits competition. It shall be the bidder's responsibility to advise the Buyer 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 Contract Officer prior to the date set for bids to close.
63. **Default on Taxes:** No bid or proposal will be accepted from, or any Contract awarded to, any person, firm, or corporation that is in arrears, or 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.
64. **Ethics in Procurement:** Bidders, offers, contractors or consultants must provide written disclosure with their bid or proposal if one of your officers, directors, trustees, partners, employees, or lenders is an employee or officer of the City of Suffolk or an immediate family member of the employee or officer (as defined by Section 2.2-4368 of the Virginia Public Procurement Act) who is involved personally or substantially participates in procurement transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than \$5,000 annually from the bidder, offeror, contractor or consultant.



# BID FORM

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

**BID:** Asphalt Pavement Repair & Resurface Services  
**DUE:** June 28, 2018  
**TIME:** 3:00 p.m., Local

\_\_\_\_\_ **(Company)** quote firm price, exclusive of taxes, to provide all materials, operator(s), labor, transportation, equipment, permits, and fees necessary to furnish asphalt pavement repair & resurface 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 PROJECTS (jobs requiring less than 500 tons of asphalt) and LARGE 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.

**TOTAL BID AMOUNT (ATTACHMENT A)** \$ \_\_\_\_\_

**WORK SCHEDULE** (May be a factor in award)

SMALL JOBS: Work shall begin within \_\_\_\_\_ days of Notice to Proceed.

LARGE JOBS: Work shall begin within \_\_\_\_\_ days of Notice to Proceed.

List all **equipment** to be used by Contractor for this contract. Use back of BID FORM if additional space is needed.

	<u>Quantity</u>	<u>Description</u>	<u>Manufacturer</u>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____
6)	_____	_____	_____
7)	_____	_____	_____
8)	_____	_____	_____
9)	_____	_____	_____
10)	_____	_____	_____
11)	_____	_____	_____
12)	_____	_____	_____

**Manpower:** The Contractor has \_\_\_\_\_ (number) of employees available to his/her company to perform mowing services as needed for this contract.

**Company has \_\_\_\_\_ years of experience.**

**REFERENCES**

Indicate below a listing of at least three (3) recent references for which you have provided similar services. Include the date that 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) _____ _____ _____	_____	_____	_____

**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.)

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

- \_\_\_\_\_ "Anti-collusion/Nondiscrimination/Drug Free Workplace" clause
- \_\_\_\_\_ Proof of Authority to Transact Business in Virginia form
- \_\_\_\_\_ Bidder has acknowledged and complied with item #64 Ethics in Procurement, under the Conditions & Instructions Section.

**Bidder has examined copies of all the Bid Documents including the following Addenda:**

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

**I will accept payment by means of the City's Purchasing Card.** \_\_\_\_\_ Yes \_\_\_\_\_ No

**I will accept electronic transfer of funds as payment.** \_\_\_\_\_ Yes \_\_\_\_\_ No

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

Address \_\_\_\_\_

\_\_\_\_\_

Person Quoting \_\_\_\_\_

Title \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Cell Phone #: \_\_\_\_\_

Social Security Number or FIN Number \_\_\_\_\_

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** \_\_\_\_\_

**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. 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.
  - C. 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.

<b>Name and Address of Bidder:</b>	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: (    )	
Fax Phone Number: (    )	Title
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

**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**

## EXCEPTION PAGE

**EXCEPTIONS:**

Provider must sign the appropriate statement below, as applicable:

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

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

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

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

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

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

Exceptions: \_\_\_\_\_

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Providers 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.

## **INSURANCE REQUIREMENTS**

The successful bidder shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the bidder, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after delivery date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

\$2,000,000 General Aggregate Limit  
\$2,000,000 Products & Completed Operations  
\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$ 50,000 Fire Damage Limit  
\$ 5,000 Medical Expense Limit

b. Automobile Liability

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

Minimum Limits

\$1,000,000 Combined Single Limit  
\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia.  
Employers Liability, \$100,000/\$500,000/\$100,000

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 declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be



added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
  4. Shall provide thirty (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 coverages for subcontractors of the offeror shall be subject to all of the requirements stated herein.
  6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
  7. 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.
  8. The offeror shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents 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.
  9. 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 Officer.
- f. Notice of Cancellation and/or Restriction

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

## APPENDIX 1-PAVING

All work in this contract including materials and labor shall be in conformance with VDOT Road and Bridge Specifications. Asphalt concrete shall be in accordance to the price asphalt material price adjustment in accordance with VDOT special provision and VDOT Road and Bridge Specifications.

For streets reconstructed or resurfaced, the contractor shall be responsible for but not limited to patch work, manhole and water valve adjustments, street sweeping and removal of excess stone, remove excess material, clean adjacent yards, and seed and topsoil disturbed areas, and miscellaneous items.

Contractor is required to get approval to work on Saturday, Sunday, and City Holidays. The request shall be submitted to city representatives 72 hours prior to scheduled work. (? charge for inspection on weekend)

### **Asphalt Concrete Pavement**

Payment shall be made at the unit price bid per ton in place, unless otherwise specified. Price shall include backfill BM-25 where pavement was removed or excavated and full depth patching is required at the direction of the engineer, asphalt wedging when required in gutters and driveway entrances, asphalt extensions to match grades of driveways where no curb and gutter exists, curb returns or intersecting streets as field marked by Inspector, tack and/or prime coat, anti-stripping additive, preparation of receiving surface, **gutter/street sweeping** and vegetation/soil removal prior to paving crew mobilizing on-site. **Contractor is responsible for all sweeping and removal of excess material, including mud, dirt, soil vegetation, and grass, from roadways, shoulders, gutter pans and yards.**

The "ton" shall mean the short ton consisting of 2,000 pounds avoirdupois. Asphalt Concrete shall be weighed on accurate scales by competent and qualified personnel. It is required that the weight of each truck load of asphalt shall be recorded by an automatic printer on an individual ticket, a copy of which is to accompany the truck to the job site and be submitted to the Inspector. Also included in this price is all temporary pavement markings, asphalt ramping required at intersections, driveways, entrances, manholes, water valves, structures, all termination points, etc. to provide a smooth transition for each day's operations. All transverse joints created by discontinuing paving operations for any period of time will require a vertical face and a tacking material applied across the new asphalt in place before joining fresh asphalt. Where longitudinal joints are created by laying fresh asphalt parallel to new asphalt in place, the asphalt in place must be a minimum of 80 degrees F or the Contractor will be required to apply tacking material along the edge of the asphalt in place where the longitudinal joints will be formed to insure a permanent bond between the edges of the two applications. RAP material utilized on this contract shall be free of trash and rubber.

NOTE: Contractor shall provide removal of grass, soil, millings, mud, and stone on existing asphalt and/or stone pavement to the satisfaction of the Inspector prior to paving crews mobilizing on-site. Also included in this unit price is the asphalt concrete connection to all driveways 3' to 5' and must be rolled as part of the street paving. The Contractor must also cut and remove grass, soil and stone materials from driveways prior to paving. All material left by the Contractor in gutters, shoulders, yards, driveways, etc. must be cleaned up by machine or by hand (using a shovel, broom, rake, etc.) immediately following paving. The cost shall be included in the bituminous concrete prices bid. **All Asphalt concrete in this contract will be subject to the asphalt material price adjustment in accordance with the Virginia**

**Department of Transportation 2007 Road and Bridge Specifications and the VDOT Special Provision for Asphalt Material Price Adjustment (S109G03-1109).**

The Contractor shall provide a Supervisor, employed by his company, on-site at all times. The proper operating equipment and crews shall also be on-site. The asphalt plant shall be a continuously operating facility. If a continuously operating bituminous plant, proper operating equipment, sufficient supervision and/or sufficient crews are NOT provided; the Contractor shall be "shut-down". The Contractor is completely responsible for any costs associated with the shut-downs. If the asphalt is of poor quality, rideability, esthetics, etc., as determined by the City of Suffolk, the asphalt shall be milled and repaved as directed at no cost to the City. This milling and repaving shall be in effect until the one-year warranty has expired.

**Milling**

Payment shall be made at the unit price per square yard inch as bid based on average depth of milling as determined in the field by the Inspector, to include curb returns at intersecting streets as marked in field. Milling requirements will vary from street to street. Price shall include erosion and sediment control "gutter buddies" to protect curb drop inlets along milled streets, any saw cutting or hand labor required to complete milling operations, ramping to provide smooth transition for each day's operation at intersections, driveways, all termination points, manholes, etc., street sweeping/cleaning, removal and disposal of millings. Proper drainage shall be established and maintained throughout the project. 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. The equipment for removing the resultant milling shall be self-loading and built into the milling machine as one unit. The removal equipment shall be capable of accurately removing the surface millings. 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. The Contractor is responsible for determining a "manageable section" to be milled/paved per night/day and approved by the Inspector.

NOTE: 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. Additional milling shall be decided in the field by the Inspector based on field conditions (i.e., high crown, driveway considerations, etc.). Contractor and Inspector shall review each street prior to milling crew mobilizing on-site. If unusual conditions are encountered, the Inspector shall notify the Project Engineer and make them aware of the circumstances. 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 mill more than five (5) days ahead of the paving operation. Arterial streets shall be paved three (3) days after the surface is milled. If stone base is uncovered in a travel lane, the Contractor shall pave stone base area within one (1) day following the milling operation.

**Leveling/Scratching SM-1**

Payment shall be made at the unit price bid per ton for SM-1 bituminous concrete used only as directed by the Engineer on irregular roadway surfaces. Price bid shall include surface preparation, application and rolling prior to overlay.

**Crushed Stone Backfill**

Payment shall be made at the unit price bid per cubic yard for VDOT crushed stone installed and compacted based on field measurements. Stone shall be end-dumped, pushed into place

and compacted in layers to provide 95% compaction (trucks shall not be permitted on subgrade). This item shall be used where directed by the Engineer.

#### **Asphalt/Stone/Subgrade Removal**

Payment shall be made at the unit price bid per cubic yard to remove asphalt, stone and subgrade to a depth specified in the field and to be used only where directed by the Engineer. The exact locations and dimensions are to be determined in the field by the Engineer. Crushed stone/base asphalt backfill to immediately follow. Stone backfill shall be paid for under item Crushed Stone Backfill. Asphalt backfill shall be paid for under item BM-25 Backfill. Also included in this item shall be any saw cutting of asphalt as required.

#### **Crushed Stone Shoulder**

Payment shall be made at the unit price bid per cubic yard for VDOT crushed stone installed and compacted based on field measurements. The unit price shall include shaping, grading, compaction, etc. in order to provide variable width and depth shoulder where required by the inspector. The inspector may adjust depth and width as required based on specific field conditions. This item shall be used where directed by the Engineer.

#### **Adjustment of Manholes by the installation of the Adjustment Ring**

Payment shall be made at the unit price bid per each adjusted to proper grade. Unit price shall include the solid adjustment ring secured in place with a bonding agent approved by the Inspector. **All manhole and water valves adjusted by the Contractor shall be checked for proper grade and if found to be unacceptable by the Inspector, the Contractor shall re-adjust the castings at no additional cost to the City.**

#### **Adjustment of Water Valves by the Installation of the Adjustment Ring**

This item shall be used only when directed by the Inspector. Payment shall be made at the unit price bid per each adjusted to proper grade. Unit price shall include the solid adjustment ring secured in place with a bonding agent approved by the Inspector. **All manhole and water valve castings adjusted by the Contractor shall be checked for proper grade and if found to be unacceptable by the Inspector, the Contractor shall re-adjust the castings at no additional cost to the City.**

#### **Pavement Markings**

Payment shall be made at the unit price bid per linear foot based on field measurements. The Contractor shall be responsible for furnishing all labor, equipment, traffic control, and materials required to install pavement markings according to the Manual on Uniform Traffic Control Devices, the City of Suffolk Traffic Engineering, Pavement Markings – Materials and Applications, latest edition, and detailed layout plans provided by the Public Works Traffic Engineering Division. Prior to striping the contractor shall meet with the Traffic Engineering Staff and the Project Inspector to review the plans. Temporary pavement markings shall be provided immediately following milling and paving operations for safety and traffic control. The cost of temporary striping shall be included in the price of surface asphalt. All raised pavement markers shall be steel casting and snow plowable.

#### **Raised Pavement Markers**

Payment shall be made at the unit price bid per each to install snow plowable double-sided raised steel pavement markers according to the Manual on Uniform Traffic Control Devices, the City of Suffolk Traffic Engineering, Pavement Markings – Materials and Applications, latest

edition, and detailed layout plans provided by the Traffic Engineering Division.

### **Rumble Strip and Liquid Asphalt Coating (Rumble Strip)**

Payment shall be made at the unit price bid per linear foot for Rumble Strip and per square yard for Liquid Asphalt Coating. Refer to Virginia Department Road and Bridge Specifications and Virginia Department Road and Bridge Standards for design standards and applications.

### **Preparation of Traffic Control Plans**

Traffic control plans for each street shall be prepared by the Contractor and shall be submitted directly to The Public Works-Operations Division for approval prior to commencing any construction operations.

### **Mobilization/Traffic Control**

Payment shall be made at the unit price bid per lump sum for each job location. **Payment shall not be made per each setup for maintenance of traffic at the same job location to complete work.** The Contractor shall be responsible for all mobilization/traffic control and furnishing all labor, materials, equipment, signing, flagging operations (hiring off-duty Police Officers for arterial work), truck mounted crash cushion and all traffic control devices required to complete the work. Traffic control plans (for each street) shall be submitted and approved prior to beginning construction operations. Access to all properties shall be restored at the end of the work day.

**Payment shall be made at the unit price bid per lump sum for each job location per day. Payment shall not be made per each set up for maintenance of traffic at the same job location to complete work on the same day.**

## **APPENDIX 2-CRACK SEALING**

**S315SM1-1114**

VIRGINIA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION FOR

**SEALING CRACKS IN ASPHALT CONCRETE SURFACES OR  
HYDRAULIC CEMENT CONCRETE PAVEMENT**

October 19, 2014

### **I. DESCRIPTION**

This Specification covers the cleaning and sealing of cracks with Type A material for pavements which will not be overlaid with asphalt concrete (AC) within one year. Type B material shall be used to fill cracks in AC surfaces or hydraulic cement pavement (HCC) joints or cracks that will be overlaid within one year. Type C material shall be used to fill cracks in AC surfaces that may or may not be overlaid within one year. The Contract will designate which sites are to use each material.

In addition, this Specification covers the routing (Type C only), cleaning and sealing of cracks in existing surfaces including, but not limited to, cracks along the longitudinal joint(s) between lanes.

Cracks ranging in width from 1/8 inch to 1 ½ inches shall be sealed. Cracks that exceed 1 ½ inches are not included in this contract.

## **II. MATERIALS**

All sealant materials shall be certified or tested and approved by the Department before being incorporated into the work. Where installation procedures or any part thereof are required to be in accordance with recommendations of the manufacturer of sealant compounds, the Contractor shall submit catalogue data and copies of recommendations to the Engineer prior to installation of the materials for review and approval. All such recommendations shall be adhered to unless directed otherwise by the Engineer.

### **TYPE A**

The crack sealant shall be of the following type and shall meet all the requirements of ASTM D-6690 and exceed all requirements of AASHTO M-173 and Federal Specification SS-S-164:

#### **A HOT-POURED MODIFIED ASPHALT RUBBER WITH GRANULATED CRUMB RUBBER AND LATEX PLASTICIZERS.**

The proportions of the materials, by weight, shall be up to 80 percent maximum asphalt and up to 25 percent maximum crumb rubber.

The crumb rubber shall be 100 percent vulcanized rubber and meet the following gradation requirement:

#### **Sieve Percent Passing**

No. 10 100%

No. 40 0-40%

### **TYPE B**

Type B material shall consist of PG 64H-22 and polyester fibers from the Materials Division *Manual of Instructions* approved list of Stabilizers for Asphalt Mixtures (fibers only). The Contractor shall provide the PG 64H-22 suppliers data for heating. Fibers shall not exceed 5 percent by weight. Fiber loading will be determined at the project site in order to minimize/eliminate the need for over banding as described. The fiber loading will be approved by the Engineer.

### **TYPE C**

Type C material shall consist of PG 64H-22 and polyester fibers from the Materials Division *Manual of Instructions* approved list of Stabilizers for Asphalt Mixtures (fibers only) at 5 percent by weight. The Contractor shall provide the PG 64H-22 suppliers data for heating.

## **III. EQUIPMENT**

Proper sealing equipment must be used for the specific material listed in accordance with the manufacturer's recommendations for the Sealant specified. The equipment for hot applied sealant compounds shall be a melting kettle of double boiler, indirect heating type, using oil as a

heat-transfer medium. The kettle shall have an effective mechanically operated agitator, a recirculation pump and shall be equipped with a positive thermostatic temperature control which shall be checked for calibration before beginning work. The unit shall be capable of maintaining the specified mixing temperature within 10 degrees F. Manufacturer's recommendations for mixing and application temperatures shall be followed with the latter being measured at the nozzle of the applicator wand. Overheating or direct heating of the sealant material shall not be permitted. The hoses, connectors and applicator wand shall all be insulated.

#### **IV. CONSTRUCTION**

The sealant shall not be placed when the ambient or pavement temperatures fall below 45 degrees F, or when moisture is present in the crack to be sealed. Prior to sealing, cracks shall be thoroughly cleaned as approved by the Engineer using an oil free hot air blasting heat lance capable of a velocity of 3000 fps at 3000 degrees F. Cracks shall be cleaned such that all dirt, debris, moisture and other foreign materials that will prevent bonding of the sealant are removed to a minimum depth of 1 inch. All foreign material (i.e., dirt, grass, rocks) shall be removed from the pavement to prevent re-contamination of the crack. Cracks shall be completely dry before sealing. Any crack not meeting the approval of the Engineer shall be recleaned and dried. The sealant shall be pumped directly into the crack from the heater-melter unit at the temperature specified by the manufacturer **immediately following the cleaning of each crack**. Cracks shall be sealed in the following manner as approved by the Engineer:

**TYPE A** - Cracks shall be filled from the bottom up in a continuous manner such that the crack is completely filled level with the pavement surface, and the sealant shall overlay the crack at the pavement surface leaving a maximum "over-banded" appearance of 1-inch wide on each side of the crack. The material shall not continue to flow beyond these limits once a crack is sealed. The height of the sealant above the pavement surface shall not exceed 1/8 inch. For this method of sealing, the applicator wand shall be equipped with a shoe that will produce the extruded over-band as well as completely fill the crack.

**TYPE B** - Cracks shall be filled from the bottom up in a continuous manner such that the crack is completely filled level with the pavement surface. The sealant may overlay the surface on each side of the by no more than 1/2 inch or leave a no "over-banded" appearance. The material shall not continue to flow beyond these limits once a crack is sealed. The height of the sealant above the pavement surface shall not exceed 1/8 inch. For this method of sealing, the applicator wand shall be equipped with a shoe that will minimize the extruded over-band as well as completely fill the crack.

**TYPE C** – Prior to sealing, the cracks shall be routed to a minimum depth of 1 inch and to a minimal width of 1/2 inch. Cracks shall be filled from the bottom up in a continuous manner such that the crack is completely filled level with the pavement surface, and the sealant shall overlay the crack at the pavement surface leaving a no "over-banded" appearance. The material shall not continue to flow beyond these limits once a crack is sealed. The height of the sealant above the pavement surface shall not exceed 1/8 inch. Prior to the start of each day's operation, the applicator wand and hose shall be heated per the equipment manufacturer's recommendations and the material in the heater-melter unit recirculated. The applicator wand shall be returned to the mixing unit and the sealant material re-circulated immediately upon completion of each crack sealing.

Any crack in hydraulic cement concrete pavement which cannot be filled due to the sealant draining into a large void, shall be plugged with a suitable material (i.e. backer rod) approved by

the Engineer prior to the project, and then filled. After being plugged, re-cleaning of the crack may be required prior to filling with sealant.

During the heating and application of the crack sealing material, the temperature of the material shall be measured and recorded on two hour intervals by the Contractor. For Type A material, the material shall never be heated over 420 degrees F. For Type B and C material, the material shall not be heated above 375 degrees F. Any material heated above these temperatures shall be discarded (i.e. all material in the heater-melter unit) and not paid for by the Department.

Additionally, if the material becomes lumpy or has poor flow at elevated temperature, then the material shall be discarded (i.e. all material in the heater-melter unit) and not paid for by the Department.

Traffic shall be kept off the pavement surface until the crack sealant has cured to the point it will not track or be distorted by traffic. The Contractor shall replace, at his or her expense, any sealant that pulls out within 96 hours after opening the pavement to traffic.

## **V. METHOD OF MEASUREMENT**

### **METHOD A – CONVERSION APPROACH**

Sealant for cracks or joints will be measured by the pound. At the beginning of each workday, the Engineer, or his or her appointed representative, shall measure the amount of material in the heater-melter unit and log all additional material added during the day, and measure the amount of material remaining in the heater-melter to determine the total poundage used for that day. No payment will be made for waste material.

For the purpose of converting the liquid material in the heater-melter unit from gallons to pounds, the Contractor shall use a calibrated measuring rod to determine the actual quantity of material in gallons, and same shall be converted to pounds taking into consideration the temperature of the material at the time of measurement. A chart or other approved conversion method furnished by the sealant material manufacturer/supplier shall be used to perform the conversion from gallons to pounds.

### **METHOD B – DIRECT MEASUREMENT APPROACH**

Sealant for cracks or joints will be measured by the pound. At the beginning of each workday, the Contractor shall provide the Engineer the certified weight of the heater-melter unit. During the day's operation, the Engineer will log all additional material added to the heater-melter unit. At the end of the day's operation, the Contractor shall provide the Engineer the certified weight of the heater-melter unit including the unused material in the heater-melter unit. The Engineer will determine the pounds of material applied for payment purposes. No payment will be made for waste material.

## **VI. BASIS OF PAYMENT**

### **TYPE A and B**

**Crack Sealant/Filler** will be paid for at the contract unit price per pound, which price shall be full compensation for providing the sealant/filler, complete-in-place, including cleaning and sealing the cracks and for all tools, labor, equipment, materials and incidentals related fully completing the installation.



TYPE C

**Crack /Sealant/Filler** will be paid for at the contract unit price per pound, which price shall be full compensation for providing the sealant/filler, complete-in-place, including routing, cleaning and sealing the cracks and for all tools, labor, equipment, materials and incidentals related fully completing the installation.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Crack Sealant/Filler (Type A)	Pound
Crack Sealant/Filler (Type B)	Pound
Crack Sealant/Filler (Type C)	Pound

**Maintenance of Traffic**

The Contractor shall submit a plan, sequenced with his plan of operations, to the Engineer for maintenance of traffic for his review prior to commencement of work. The plan shall be designed and implemented in accordance with the *Virginia Work Area Protection Manual*, the *MUTCD* and the Department generated project-specific temporary traffic control plan or requirements provided in the Contract Documents. When the Department provides a sequence of construction in the Contract documents the plans or estimated quantities for maintenance of traffic items are for estimating purposes only.

The Contractor's price bid shall include, but not be limited to, providing a person to meet the basic work zone traffic control and intermediate work zone traffic control requirements of Section 105.14 of the Specifications; furnishing, placing, maintaining, replacing, relocating, adjusting, aligning, removing, flagger service, pilot vehicles, warning lights, electronic arrow, channelizing devices, traffic barrier service, traffic barrier service guardrail terminals, impact attenuator service, construction pavement markings, construction pavement message markings, temporary pavement markers, eradication of existing pavement markings, temporary detours, aggregate material, Type III barricades, construction signs, truck mounted attenuators, and all labor, material and equipment incidental to completing this work in accordance with the *Virginia Work Area Protection Manual* and traffic engineering guidelines and principles.

Site specific adjustments to maintenance of traffic operations specified by the *Virginia Work Area Protection Manual* and the *MUTCD* such as quantity, location, or spacing of traffic control devices within construction limits or on any approaches to the project, required by the Engineer to improve traffic operation or safety shall be considered an alteration to the character of work in accordance with the provisions of Section 104.02 of the Specifications.

**Payment shall be made at the unit price bid per lump sum for each job location per day. Payment shall not be made per each set up for maintenance of traffic at the same job location to complete work on the same day.**

### APPENDIX 3-POLICE ASSISTANCE FOR PAVING OPERATIONS

For this contract, Maintenance of Traffic shall be in accordance with Virginia Department of Transportation Road and Bridge Specifications 2016 Section 512- Maintaining Traffic. Section 512.03 Procedures is amended to include the following:

(z) Police Assistance for Paving Operations: Police assistance may be required at times for paving operation in works zones during the life of this contract to ensure the safety of the traveling public and construction personnel. The city of Suffolk Engineer or representative will specify where police assistance is required according to the following:

1. Interstate Routes: Where the city representative specifies city of Suffolk police assistance is required, the contractor will notify Suffolk Police Department contact person. The contractor shall pay for the uniformed police officer(s).
2. Major Primary Routes: Where the city representative specifies city of Suffolk police assistance is required, the contractor will notify Suffolk Police Department contact person. The contractor shall pay for the uniformed police officer(s).
3. Secondary Routes: Where the city representative specifies city of Suffolk police assistance is required, the contractor will notify Suffolk Police Department contact person. The contractor shall pay for the uniformed police officer(s).

Payment will be made under:

Pay Item	Pay Unit
Police Assistance	Per Hour