



NOTICE TO BIDDERS - UPTOWN MARTINSVILLE PAVING CONTRACT 2017

June 27, 2017

Sealed bids will be received by the City of Martinsville, Virginia, at the Purchasing Office located at the City's Warehouse and Garage Complex at 990 Fishel Street until **Thursday, July 20, 2017 @ 2:00 p.m.**, at which time bids will be opened and publicly read covering the following item of work:

Work consists of a mill and fill operation of approximately 2,700 tons of SM-9.5A, on existing City streets. Work includes milling of approximately 32,625 in/sq. yards, 7,175 LF of new striping, and associated crosswalks on the roads to be resurfaced. All work is to be performed between 7:00 p.m. and 7:00 a.m.

Specifications and paving schedule are attached. The Director of Public Works or his agent will accompany interested bidders over streets to be improved. Bids must be accompanied by a bid bond equal to five percent (5%) of the bid which may be forfeited if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required herein.

Performance bond will be required in an amount equal to one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor and furnishing materials for the project. The performance bond shall be executed by a surety company authorized to do business in the State of Virginia.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of thirty (30) days. All contractors are hereby notified that they must have proper license under the Virginia State laws governing their respective trades.

The City of Martinsville, Virginia, reserves the right to reject any or all bids, to waive any and all informalities therein, and the award shall, if made, be made to the lowest responsive responsible bidder, or bidders, taking into consideration the quality of materials, labor and equipment. Based upon the bids received, the City of Martinsville reserves the right to adjust the quantity of work to match available funding.

The successful bidder will be required to affect such liability insurance as will be necessary to save the City of Martinsville harmless and will be required to furnish a certificate of such insurance.

All materials used and work done shall be subject to the inspection, test and approval of the Director of Public Works of the City of Martinsville, Virginia, or his duly authorized representatives, and payment for materials furnished or work done shall be withheld until such approval is obtained.

The successful bidder shall enter into a written contract within ten (10) days of the award of the contract and said contract shall embody all of the terms, conditions, and provisions of the notice to bidders, specifications and proposals.

There will be a pre-bid meeting at **10:00 a.m. on Monday July 10, 2017**, at the City Warehouse/Shop complex on Fishel Street.

Please mark your envelope, "Uptown Martinsville Paving Contract 2017", and the date of bid opening in the lower left corner of your envelope.

CITY OF MARTINSVILLE, VIRGINIA

Robin Legus, Senior Buyer

SPECIFICATIONS - SPECIAL
BITUMINOUS CONCRETE PAVEMENT

1. A tack coat of CRS-2, to be included in the price per ton of asphalt, shall be applied to streets included herein at a rate of application of 0.05 gallon per square yard or as required by the Director of Public Works.
2. **Time Limit:** All work included under this contract shall be completed by November 17, 2017. Due to the businesses in the Uptown Business District, all work is to be performed at night, between the hours of 7:00 p.m. and 7:00 a.m.
3. **Rates of Application:** Rates of application as shown in the schedule for the bituminous materials and the aggregate material are approximate only, and may be varied at the discretion of the Director of Public Works, or his authorized representative. Application rate shall typically be 110 pounds per square yard, per inch depth with the typical compacted in place depth of approximately 1½ to 2 inches.
4. **Quantities and Schedules, Approximate Only:** The quantities and schedules of application of the various materials for all the streets, sections, etc., are approximate only and the City of Martinsville, Virginia, reserves the right to make such changes as it deems necessary provided the contract does not vary more than 25 percent.
5. **Materials, Men and Equipment:** The contractor shall furnish the necessary materials, men, and equipment to complete the work as authorized within the period specified. If it appears that the men and equipment furnished are insufficient to keep up the progress of the work, the contractor shall be notified in writing, giving five (5) days time for obtaining the necessary additional men and/or equipment. All work shall be in accordance with the latest edition of the Virginia Department of Transportation Road and Bridge Specifications.
6.
 - (a) The contractor shall furnish and operate at the contractor's expense when necessary or as specified by the Director of Public Works, a pilot truck for the guidance of traffic and protection of work.
 - (b) Competent flagmen shall be provided and available at all times when required without extra compensation when conditions justify their need.
 - (c) The contractor shall furnish all necessary and required barricades, signs and lights for the proper performance of this work.
 - (d) The contractor shall protect existing crosswalks from tar tracking by whatever means necessary. It is recommended that plywood be placed over the stamped crosswalks during paving operations.
7. All applicable City ordinances and State laws shall be complied with.
8. The contractor shall be held responsible for the complete care and maintenance of the work for seventy-two (72) hours following completion of any scheduled and authorized items.
9. At no time during the performance of a contract shall the contractor or producer furnish any material for other purposes or perform any other work which will interfere with the continuous laying of the bituminous surfaces required under the contract; or cause any delay in the prosecution of the work, except by written consent of the Director of Public Works.
10. The Contractor shall notify the City when work will begin as soon as a definite beginning time is established, after execution of the contract. A minimum of five (5) working days notice shall be required in order for utility adjustments to be made by the City.

SPECIFICATIONS

IMPRINTED AGGREGATE REINFORCED PREFORMED THERMOPLASTIC PAVEMENT MARKING

1. Use: A durable imprinted aggregate reinforced preformed thermoplastic pavement marking system (herein “System”) that provides a textured, highly attractive and durable topical treatment to the surface of asphalt pavement. Typically the system replicates, in relief, the grout lines common to brick or other types of unit pavers, but may also be used to create other patterns. It is intended for use on asphalt pavements to create traffic calming solutions and decorative crosswalks, medians, intersections and through areas in parking lots. It provides a seamless, aesthetic look without the trip hazards and ongoing maintenance often associated with pavers and stamped concrete. **1.1** The aggregate reinforced preformed thermoplastic is typically supplied in panels measuring 2 ft. x 2 ft. [$\pm\frac{1}{8}$ in.] (.61m x .61m [± 3 mm])

1.2 The System must be able to be applied to asphalt surfaces without preheating the application surface to a specific temperature.

1.3 The System must be able to be applied in temperatures down to 45°F (7°C) without any special storage, preheating or treatment of the material before application.

1.4 The System is applied to asphalt pavement using proprietary reciprocating infrared heating equipment. A two-part epoxy sealer specified by the manufacturer must be applied to the substrate prior to preformed thermoplastic application to ensure proper adhesion, and to provide reinforcement for larger volumes of material. Immediately following sealer application, panels of aggregate reinforced preformed thermoplastic are positioned properly on the asphalt substrate. The preformed thermoplastic is then heated to the required melting temperature. Additional aggregate may be applied to the preformed thermoplastic surface as needed following the melting process, to achieve added friction properties and a uniform surface appearance. As the material is cooling, it is imprinted with a vibratory plate compactor and a template made from 3/8 in. (9.5 mm) flexible wire rope in the required design to create crisp, clean lines which define the pattern. For crosswalks, it is typically demarcated by applying white preformed thermoplastic transverse lines on both sides of the installation.

1.5 The System is available in a variety of standard colors and patterns. Color can be used to create patterns within the crosswalk area to reflect the typical white “continental” crosswalk bars for additional visibility and awareness. Within certain limitations, custom patterns and colors are available upon request.

1.6 The System shall utilize a resilient, aggregate reinforced preformed thermoplastic product which contains a minimum of thirty percent (30%) intermixed anti-skid/anti-slip elements and where the top surface contains anti-skid/anti-slip elements. These anti-skid/anti-slip elements must have a minimum hardness of 6 (Mohs scale).

1.7 The System must be resistant to the detrimental effects of motor fuels, antifreeze, lubricants, hydraulic fluids, etc.

2. MANUFACTURING CONTROL AND ISO CERTIFICATION: The System manufacturer must be ISO 9001:2008 certified for design, development and manufacturing of preformed thermoplastic, and provide proof of current certification.

3. PREFORMED THERMOPLASTIC MATERIAL: Must be composed of an ester modified rosin impervious to degradation by motor fuels, lubricants, etc. in conjunction with aggregates, pigments, binders, and anti-skid/anti-slip elements. Pigments and anti-skid/anti-slip elements must be uniformly distributed throughout the material. The material conforms to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state, being non-reflective, and potentially being of a color different from white or yellow.

3.1 Pigments:

3.1.1 White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.

3.1.2 Other Colors: The pigment system must not contain heavy metals nor any carcinogen, as defined in 29 CFR 1910.1200 in amounts exceeding permissible limits as specified in relevant Federal Regulations.

3.2 Skid Resistance: The surface of the material shall contain factory applied anti-skid/anti-slip elements with a minimum hardness of 6 (Mohs scale). Upon application the material shall provide a minimum skid resistance value of 60 BPN when tested according to ASTM E 303.

3.3 Slip Resistance: The surface of the material shall contain factory applied anti-skid/anti-slip elements with a minimum hardness of 6 (Mohs scale). Upon application the material shall provide a minimum static friction of coefficient of 0.6 when tested according to ASTM C 1028 (wet and dry), and a minimum static coefficient of friction of 0.6 when tested according to ASTM D 2047.

3.4 Thickness: The material must be supplied at a minimum thickness of 150 mil (3.8mm).

3.5 Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

3.6 Storage Life: The material may be stored for 12 months, if stored indoors and protected from the elements.

3.7 Transverse Lines to Supplement System Application: Supplied as white, retroreflective preformed thermoplastic line stripe material in 90 mil (2.3 mm) or 125 mil (3.2 mm) thicknesses, material is available in 6 in. (.15m), 8 in. (.20m) or 12 in. (.30m) widths. This preformed thermoplastic material may be supplied and applied by the certified applicator in conjunction with the System, and is available from the System manufacturer. (Consult the manufacturer's published application instructions for the preformed thermoplastic line stripe material selected, for proper application methods.)

4. SPECIALIZED APPLICATION EQUIPMENT:

4.1 Stamping Templates: A wire rope template is required in the execution of the System. The template is used for imprinting the defined pattern once the preformed thermoplastic has been applied. The wire rope diameter for the imprinting template used for the specified pattern is 3/8 in. (9.5mm). The stamping templates are distributed by the System manufacturer.

4.2 Heating Equipment: The System manufacturer shall distribute reciprocating infrared heating equipment designed specifically to elevate the temperature of the preformed thermoplastic material and asphalt pavement without adversely affecting it. The primary heating unit must employ a bank of propane-fired infrared heaters, mounted on a track device that allows the heater bank to reciprocate back and forth over a designated area, thereby allowing the operator to monitor the temperature of the preformed thermoplastic at all times during the pavement heating process.

4.2.1 A smaller, mobile infrared heater distributed by the System manufacturer is designed specifically to heat areas such as borders and narrow areas that are inaccessible to the primary heaters. This secondary heater also allows the operator to monitor the temperature of the preformed thermoplastic at all times during the heating process.

4.2.2 An approved hand-held propane heat torch distributed by the System manufacturer shall be used to heat isolated areas of the preformed thermoplastic.

4.3 Sealer: A two-part epoxy sealer specified and distributed by the System manufacturer must be applied to the substrate prior to material application to ensure proper adhesion, and to provide reinforcement for larger volumes of material.

4.4 Specialized Sealer Dispensing Gun: Used to dispense the required two-part epoxy sealer onto the substrate. The sealer dispensing guns are distributed by the System manufacturer.

4.5 Hand Held Finishing Tool: Enables the applicator to complete the imprinting of the thermoplastic in areas around permanent structures, such as curbs and manholes covers, which may be inaccessible to the stamping template. The hand held finishing tools are distributed by the System manufacturer.

4.6 Aggregate: Supplemental anti-skid/anti-slip elements to be applied to the surface of the molten thermoplastic as needed, if the factory applied anti-skid/anti-slip elements embed too deeply into the surface of the molten thermoplastic material during the heating process. (Embedded aggregate is exposed upon wear for extended skid resistance.) The aggregate is distributed by the System manufacturer.

4.7 Air Powered Spray Hopper: Used to spray supplemental anti-skid/anti-slip elements (aggregate) on the surface of the molten preformed thermoplastic in a uniform manner. The air powered spray hoppers are distributed by the System manufacturer.

4.8 Vibratory Plate Compactor (700-900 lb.): Shall be used for pressing the 3/8" (9.5mm) wire rope stamping templates into the thermoplastic to create the specified pattern in both the thermoplastic and asphalt substrate. The System manufacturer does not supply vibratory plate compactors.

5. APPLICATION (Asphalt Substrate Only):

5.1 Manufacturer Certified Applicator Requirement: The System shall be supplied and applied only by an applicator certified by the System manufacturer. The applicator shall provide proof of current certification before commencing work. The Certified Applicator shall follow the System manufacturer's current published application procedures.

5.2 Substrate Condition: The System must only be applied to a stable, high quality asphalt pavement substrate over a stable base that is free of defects, as per the manufacturer published Substrate Guide. The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

5.3 Procedure: The System is applied to asphalt pavement using proprietary reciprocating infrared heating equipment. The material must be able to be applied at ambient and road temperatures down to 45°F (7°C) without any preheating of the pavement to a specific temperature. A two-part epoxy sealer specified by the manufacturer must be applied to the substrate prior to preformed thermoplastic application. Immediately following sealer application, the panels of aggregate reinforced preformed thermoplastic are positioned properly on the asphalt substrate with the aggregate side facing up. The preformed thermoplastic is then heated to the required melting temperature. Additional aggregate may be applied to the preformed thermoplastic surface as needed following the melting process. As the material is cooling, it is imprinted with a stamping template made from 3/8 in. (9.5 mm) flexible wire rope in the required design using a vibratory plate compactor. The preformed thermoplastic material is then allowed to cool thoroughly before being opened to vehicle or pedestrian traffic. (Consult the manufacturer's published application procedures for complete information.)

5.4 The System shall not be applied to Portland Cement Concrete.

6. PACKAGING: The preformed thermoplastic material shall be packaged in cardboard cartons with a plastic sheet between each layer of preformed thermoplastic. The cartons in which packed shall be non-returnable and shall not exceed 25 in. (.64m) in length and 25 in. (.64m) in width. The cartons shall be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds (32 kg). A protective film around the carton must be applied in order to protect the material from rain or premature aging.

7. TECHNICAL SERVICES: The successful bidder shall provide technical services as required.

8. PERFORMANCE: Where applicable, the preformed thermoplastic pavement overlay material shall meet state specifications and be approved for use by the appropriate state agency.

CITY OF MARTINSVILLE, VIRGINIA
GENERAL SPECIFICATIONS

- 1) Persons desiring to submit a bid will find attached hereto-detailed specifications, estimate of quantities and proposed bid form. The specifications and plans are to be considered as, and shall form a part of, the contract. The time to which bids will be received will be found in the published notice calling for bids.
- 2) Bids must be made upon the bid form provided. The blank places in the bid form, except as otherwise noted, must be filled in, and no change shall be made in the phraseology of the bid or in the terms mentioned therein.
- 3) Bids that contain any omission, erasures, alterations, additions, or items not called for in the estimate, or that contain irregularities of any kind, shall be rejected as informal.
- 4) Each bid shall specify the gross sum, written in with ink or typed in both words and figures, for the work, which will be performed according to the plans, and specifications, together with a unit price for each of the separate items as called for. Such gross sum shall be based upon the quantities as shown in the approximate estimate.
- 5) Only actual quantities of work performed will be paid for, and upon completion of the work if such actual quantities show either increase or decrease from the approximate estimate, then such variation will be computed at the unit prices in the bid and will be taken from or added to the gross sum bid.
- 6) The attention of persons intending to submit a bid is specifically called to that paragraph of the contract which debar a contractor from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding the same.
- 7) Permission will not be given to withdraw, modify, or explain any bid after it has been deposited with the City of Martinsville.
- 8) If the bid is made by a firm, the name and place of residence of each member of the firm must be given. If made by a corporation, the names of the president, secretary, and treasurer shall be given.
- 9) Every bid must be accompanied by a bid bond equal to five percent (5%) of the bid.
- 10) The contract, if awarded, shall be made to the lowest responsive responsible bidder whose bid shall comply within all the provisions required to render it formal. The City of Martinsville reserves the right to reject any and all bids, if, in their judgment, it is for the best interest of the City of Martinsville to do so.

- 11) Reasonable grounds for supposing that any bidder is interested in more than one bid for the same contract shall cause the rejection of all bids in which he is interested.
- 12) The bidder must be prepared, if requested to do so by the City, to present evidence of experience, ability, and financial standing, as well as statement as to plant and machinery.
- 13) The contractor whose bid is accepted will be required to execute the contract and furnish bonds within ten days from the date of award. In case of failure or refusal on the part of the bidder to enter into the contract within the set period, the amount of the deposit made (5% of the bid) will be forfeited to the City of Martinsville, and paid to City Treasurer. Upon the execution of the contract and approval of the bond, the deposit will be returned to the bidder. The deposit by persons other than one to whom award of contract is made, will be returned to the person or persons making the proposal immediately after the contract and bond have been executed.
- 14) The amount of bond required for the faithful performance of the contract is 100 percent of the amount of the contract price.
- 15) Payment to the contractor will be made monthly to an amount not exceeding ninety per centum of the work done. The per centum of the contract price will be retained until the entire work has been completed and accepted. No payment will be made for material delivered except in place. Each bidder must distinctly understand that part and final payments, as the vouchers are issued on account of the contract shall be subject to a reserved right of the City to withhold any part of the sum of money to be paid under the contract in the event of failure of the contractor to promptly make payments to all persons supplying him equipment, labor, tools, or materials in the performance and completion of work provided for in the contract.
- 16) Price adjustments will be made in accordance with VDOT Special Provision for Asphalt Material Price Adjustments.
- 17) When paving material is specified by weight, the contractor shall furnish satisfactory scales for weighing each load or quantity of material used, and all weighing shall be checked by a representative of the Department of Public Works.
- 18) The successful bidder must fully comply with all municipal building ordinances and regulations, and obtain all required license and permits, and pay all charges and expenses connected therewith, and be responsible for all damages to person or property which may occur in connection with the prosecution of the work. The contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, either now known or which may become necessary during the progress of the work, and shall be responsible for any damages done to the same.
- 19) Each bidder must understand that, should his bid be accepted he is to forfeit to the City of Martinsville the sum of \$150.00 as liquidated damages, for each and every working day's delay not caused by the City that may occur beyond the time stipulated in the contract for the supply of all the materials and the performance and completion of the work subject, however, to the discretion of the Public Works Director or designated agent, and that the contractor is to be entitled to one day, in addition to said stipulated time, for each and every working day's delay that may be caused by the City of Martinsville. Only skilled and reliable workmen are to be employed on the project; if any person employed on the work by the contractor shall appear to the City Director of Public Works or agent to be incompetent or disorderly, he shall be discharged immediately upon proper notice to the contractor from the City Director, and such person shall not again be employed on the City's project.
- 20) All work shall be completed within the time designated in the contract, and should any neglect or unnecessary delay occur in the execution of any part of the same, the Public Works Department may have the work done and charge the cost thereof to the contractor or declare the contract void.
- 21) The paving around all openings or fixtures must be in coordination with the City and various utility companies and done in a neat and workmanlike manner. No charge shall be made by the contractor for

hindrance or delay from any cause during the progress of any portion of the work embraced in these specifications, nor shall any claim be allowed for extra work, unless same shall be done in pursuance of a written order from the Department of Public Works and claim made and approved at the first settlement after work is executed. The contractor shall not assign, underlet or make a subcontract for the execution of any portion of the work other than for materials, without sanction, in writing from the Department of Public Works. Any work not specified which may be fairly implied as included in the contract, of which the Director of Public Works or agent shall judge, shall be done by the contractor without extra charge.

- 22) No bid will be considered unless the bidder has complied with the provisions of Title 54, Chapter 7 (Section 54-113 through 54-145 of the Code of Virginia).
- 23) The contractor shall be required to guard the public from liability to accident during the progress of the work, including placing of materials, both by day and night, and will be held responsible for any damage the City may have to pay in consequence of his neglecting the necessary precautions. In all cases he shall protect his work and the public during its execution, and after its completion, by proper barriers and lights, until the Director of Public Works or agent shall direct the same to be removed.
- 24) The contractor shall have charge of and be responsible for the entire line of work, and be liable for all damages to any fixtures along the line of the work until its completion and acceptance. Any unfaithful or imperfect work that may be discovered at any time before or within one year after the completion and acceptance of the work shall be corrected by the contractor immediately on the requirement of the Director of Public Works.
- 25) All surplus material, such as earth, sand, rubbish, stone, etc., is to be removed by the contractor from the line of work as the work progresses, and is to be deposited at such points as the Director of Public Works or agent may direct within the limits of a two-mile haul. Should the material be used by the contractor elsewhere than where directed by the Director of Public Works or agent, the value of same shall be charged to the contractor.
- 26) All materials provided shall be of the best quality, subject to the approval of the Director of Public Works or agent; and, if any materials which he may deem unfitted to be used are brought to the work, the same shall be forthwith removed; and if the directions of the Director of Public Works or agent are not complied with within twenty-four hours after written notice, he shall be at liberty to remove same at the expense of the contractor. The material to be placed so as to be of as little inconvenience as possible to the public or adjoining tenements. All materials shall be subject to such tests as the Director of Public Works or agent may prescribe. The contractor shall submit a mix design and verification that all materials meet the most recent design specifications of the Virginia Department of Transportation (VDOT) for SM-9.5A. The contractor shall conduct roller test patterns to determine maximum in-place density as prescribed by VDOT specifications. The contractor shall conduct in-place density test at a rate and frequency prescribed by VDOT specifications. Testing personnel shall be certified by VDOT to conduct such test. Written copies of all test results shall be delivered to the Director of Public Works or his assigned agent.
- 27) The contractor shall suspend all work under this contract when notified by the Director of Public Works or agent that the weather is unsuitable for carrying it on.
- 28) All fees for any patent invention, article or arrangement or other apparatus that may be used upon or in any way connected with the construction, erection, or maintenance of the work or any part thereof, embraced in the contract on these specifications shall be included in the price stipulated and in the contract for said work, and the contractor or contractors must protect and hold harmless the City against any and all demands for such fees or claims.
- 29) It is specifically stipulated and made a part of these specifications that the successful bidder will obtain a contractor's license from the City of Martinsville.
- 30) The contractor shall deliver milled material to the City of Martinsville Warehouse and Garage Complex located at 990 Fishel Street, Martinsville, Va.

UPTOWN MARTINSVILLE PAVING CONTRACT 2017

ATTENTION: Robin Legus, Senior Buyer

The undersigned Bidder declares that he has examined the *Notice to Bidders and the Specifications*, and has informed himself fully in regard to all the terms and conditions pertaining thereto, and has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if his Bid is accepted, within thirty (30) days to enter into a contract to furnish all materials, equipment, labor and supervision necessary to complete the work accordance with the attached specifications and Notice to Bidders at the following prices:

BID ITEMS

<u>Description</u>	<u>Approx. Quantity</u>		<u>Unit Price (Applied)</u>		<u>Total</u>
Mobilization	lump sum	x	\$ _____	=	\$ _____
Pavement Type SM-9.5A	2700 tons	x	\$ _____/ton	=	\$ _____
Milling (1½")	32,625 sq.yds	x	\$ _____/in/sq.yds	=	\$ _____
8-foot Offset Crosswalks	10,130 sq. ft.	x	\$ _____/sq. ft.	=	\$ _____
8-inch Transverse Lines	2560 ft	x	\$ _____/ft	=	\$ _____
Permanent Type A Striping	7175 ft	x	\$ _____/ft	=	\$ _____

TOTAL = \$ _____

NOTE: Location of work shall conform to the attached list or as directed by the Director of Public Works. All work included under this contract shall be completed by November 17, 2017, and performed between the hours of 7:00 p.m. to 7:00 a.m.

COMPANY NAME: _____

SIGNATURE & TITLE: _____

ADDRESS: _____

DATE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

NEGOTIATION

In the event 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 available funds. The procedures for such negotiations shall be as follows:

- a. City, Engineer, and apparent low bidder together will review the project and attempt to find mutually agreeable proposed changes that will effectively reduce the cost of the project.
- b. Apparent low bidder will present reasonably documented and substantiated proposed deductions in project cost for each potential project change, which will allow City to evaluate each proposed deduction.
- c. The parties will attempt to negotiate and sign a reasonable contract for the entire project, the price of which does not exceed available funds

INSURANCE

The Contractor shall not commence work under any contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

a. **Worker's Compensation including Occupational Disease and Employer's Liability Insurance:** The Contractor shall take out and maintain during the life of the Contract, Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

b. **Comprehensive General Liability Insurance:** The Contractor shall maintain during the life of the Contract comprehensive general liability insurance as shall protect him and the City of Martinsville and its officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than a combined single limit of \$1,000,000.00 per occurrence on bodily injury and property damage and \$1,000,000.00 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises--Operation
Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury

c. **Automobile liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence.** This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

d. **Umbrella Policy:** At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

e. The Contractor, at his cost, shall effect and maintain in the names of the City, the Engineer and the Contractor, fire, vandalism and extended coverage insurance (or all-risk, builder's risk insurance if approved by the City), upon the entire structure or structures on which the work of this Contract is to be done and upon all material in or adjacent thereto and intended for use thereon to one hundred percent (100%) of the Contract amount. Such insurance may include a deductible provision if the City consents to such provision; however, the Contractor in such case will be liable for paying to the City the amount of such deduction whenever a claim arises. The loss, if any, is to be made adjustable with and payable to the City as Trustee for whom it may concern. Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

f. All policies shall name the City of Martinsville, its officers, agents, and employees as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto) which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

g. The insurance required by this Article shall include contractual liability insurance applicable to the Contractor's obligations.

h. The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his contract "Subcontractor's Insurance" of the type and in the same amounts as specified in the preceding schedule or (2) insure the activities of his subcontractors in his own policy.

EQUAL EMPLOYMENT

During the performance of the 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, or national origin, except where religion, sex, or national origin 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 for this nondiscrimination clause.

b. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.

c. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

d. 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.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

f. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or pay any fees required by the City of Martinsville or Commonwealth of Virginia to include securing a City of Martinsville business license. For further information, contact Commissioner of Revenue's office at 276-403-5131.

TRAFFIC CONTROL

The method of controlling the traffic passing through a work zone and all traffic control and street closed signs and barricades shall be in accordance with the State and Federal Manual on *Uniform Traffic Control Devices* and the *Virginia Work Area Protection Manual*. The Contractor shall not close or excavate within the right-of-way of a street or alley without obtaining the approval of and any required permits from the City. The Contractor shall provide and maintain, at his expense, all signs, cones, stands and flagmen required to control and protect traffic passing through a work zone. When practical, the Contractor shall keep all street intersections open to traffic. When work is perpendicular to the street, the Contractor shall work in no more than one-half (1/2) of the street width, at one time. The first half of work must be completed and the street passable prior to working in the second half. The Contractor shall provide the necessary diversion ditches, dikes or temporary culverts required to prevent mud and debris from being washed onto the streets or property. The Contractor's vehicles shall be kept reasonably clean to prevent mud from being deposited on streets.

INDEMNIFICATION

a. The Contractor shall indemnify the City, its agents, officers, and employees against any damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend and indemnify the City, its agents, officers, and employees from any claims, demands, suits, actions, or proceedings of any kind, including workers' compensation claims, of or by anyone, in any way resulting from or arising out to the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at Contractor's own costs and expense, any additional kinds and amounts of insurance that, in Contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

b. The Contractor shall, at his own expense, appear, defend, and pay all charge of attorneys and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City, and/or its officers, agents, and employees, in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its agents, officers, and employees as herein provided.

c. The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

d. The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, building, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

e. The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected or on account of the weather, or similar causes.

f. The Contractor, however, will not be obligated to indemnify the City, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting solely from the negligence of the City or its officers, agents, and employees.

Bids will be publicly opened and read in the office of the Senior Buyer, Robin Legus, City of Martinsville, Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112. Bids may be mailed or hand delivered to the Fishel Street address, or sent by FedEx or UPS.

Please mark your envelope, "Uptown Martinsville Paving Contract 2017", and the date of bid opening in the lower left corner of your envelope. Also include with your bid documents the attached Signature Sheet, in order for your bid to be accepted.

**Signature Sheet
Paving Contract 2017**

My signature certifies that the proposal as submitted complies with the Scope of Work and all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this proposal by all conditions of the proposal and certify that I am authorizing to sign this proposal.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

In signing this form, the contractor agrees to all parts of this proposal.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ **Telephone Number:** _____

Email Address _____