



**INVITATION FOR BID**  
**COMMUNITY CENTER ROOF**  
**PROJECT**

**CITY OF HOPEWELL**

BID INVITATION # **13-21**

DATE: **March 9, 2021**

Sealed Bids subject to the general conditions and specifications hereby attached, will be received at the Office of the City Clerk, Second Floor, Municipal Building, 300 North Main Street, Hopewell, Virginia 23860 until, **but not later than 4:00 P.M. Monday, March 22, 2021 and then opened virtually in the Council Chambers at 11:00 A.M. March 23, 2021.**

1. All bids must be submitted in a sealed envelope.
2. Regardless of delivery method of bid, the **outside** of each envelope must clearly indicate the following: *(if bid is delivered by Federal Express, UPS, USPS Priority, etc. or any other means, the outside of **each** envelope **must also** clearly indicate):*

**City Clerk  
Second Floor  
Municipal Building  
300 North Main Street  
Hopewell, Virginia 23860  
Closing Date of Bid: Monday, March 22, 2021 4:00 P.M  
Community Center Roof Project  
Bid # 13-21**

**FOR YOUR BID TO BE CONSIDERED, IT MUST BE SUBMITTED ON THIS INVITATION FOR BID IN THE PLACES PROVIDED. VENDORS SHALL SIGN THIS FORM WITHOUT DETACHING FROM REST OF BID AND MUST RETURN THE BID IN ITS ENTIRETY.**

**ANY BID RECEIVED AFTER THE ANNOUNCED DATE AND TIME OF OPENING WHETHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.**

The right is reserved to reject any or all bids submitted and also to place the order where it appears it will be to the best interest of the City.

# \*\*\*IMPORTANT NOTICE\*\*\*

While the City of Hopewell government services are open the City offices are closed to the public, the following procedures will apply to all IFBs/RFPs, until such a time as the City returns to normal operating procedures.

## Receipt of Bids/Proposals:

In-Person Delivery: Hand delivered bids/proposals will be received at 300 N. Main Street, back entry door marked DMV Select, upon arrival please call 804-541-2342 ext. 164 or 541-2243 ext.130 for pick up and time/date stamp, between the hours of 9:00 a.m. and 4:00 p.m.

Bids/Proposals via Carrier (i.e. USPS, FedEx, and UPS): All packages will be accepted at same location as mentioned above. Bids/Proposals should be addressed/labeled as designated in the solicitation.

## Bid Openings- Virtual Only

Bids will be received until, but no later than the specified time and date as designated in the invitation for Bid. Bid openings will be held virtually via City of Hopewell website which is accessible to the public by visiting the City of Hopewell website [and select Bid Opportunities, scroll to the bottom of page and select Bid Opportunities Meetings.](#)

*Please allow up to five minutes after the specified due date/time for the live bid opening to begin.*

All bids are subject to general terms and conditions hereby attached and will be rejected if not properly executed.

Individual contractors must provide their social security numbers and other types of firms must provide their federal employer identification numbers in the payment clauses to be included in contracts.

Bid item quantities indicated herein are estimates of anticipated components unless deemed a lump sum value. It is understood and agreed to between the parties of a resulting contract that the City may increase or decrease quantities at the quoted price. Furthermore, it is agreed to between the parties of a resulting contract that the City shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered.

The City reserves the right to be sole judge and to make the award in accordance with its own judgement as to what will best meet its requirements and be in the best interest of the City.

AVAILABILITY OF FUNDS: It is understood and agreed between the Vendor and the City that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this quotation or agreement.

WITHDRAWAL OF BID: No bid may be withdrawn for a period of ninety (90) days from the date of opening unless the vendor has made a clerical error. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers substantiating the error with such notice. The owner reserves the right to reject any or all bids, to waive all informalities, and to reject any or all items of any bid.

Bidding and contracting procedures shall conform to all applicable regulations and provisions of the *City of Hopewell Procurement Ordinance* effective July 11, 2017 as amended; a copy of which is available on the City of Hopewell website ([www.hopewellva.gov](http://www.hopewellva.gov)) under the Quick Find section, Municipal Code. Click Chapter 2A-Procurement to view the Procurement Ordinance.



Felicia Ashburn,  
Acting Procurement Officer

**Bid # 13-21**

In compliance with Invitation for Bid # **13-21** and subject to all conditions thereof and attached thereto, the undersigned offers and agrees if this bid be accepted within ninety (90) calendar days from the date of opening, to furnish any and all of the items upon which the prices are quoted, at the price set opposite each item, delivered at the points as specified and as scheduled.

\_\_\_\_\_  
NAME OF ORGANIZATION

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
OFFICIAL TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLASS A VIRGINIA CONTRACTOR #

\_\_\_\_\_  
IRS I.D. #

1. **Purpose and Intent**

- 1.1. The City of Hopewell (“City”), by means of this Invitation for Bid (the “IFB”) is soliciting competitive sealed bids from licensed, qualified firms to establish a contract for the replacement of low slope roof systems at the Hopewell Community Center, located at 100 City Point Road, Hopewell, VA.
- 1.2. The City intends for this Invitation for Bids to permit competition. It is the Bidder’s responsibility to advise City, in writing, if any language, requirement, specification or other provision, or combination thereof, inadvertently restricts or limits the requirements stated in the Scope of Work to a single source. Such written notification must be received by the Director no later than three (3) days prior to the date set for the receipt of bids.

2. **General Information & Bid Submission Requirements**

- 2.1. Sealed Bids: Bids shall be submitted on the forms furnished, or copies thereof, and shall be signed in ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the City as being incomplete or non-responsive.
- 2.2. Contractor will deliver two (2) original copies to the following address:
  - City of Hopewell
  - Attention: City Clerk
  - 300 N Main Street
  - Hopewell, VA 23430
- 2.3. Sealed bids will be received until, but not later than, **4:00 p.m. local prevailing time on March 22, 2021.**
- 2.4. Sealed bids must contain the following to be considered complete:
  - 2.4.1. Executed Forms:
    - 2.4.1.1. Bid Form, including proposed schedule and letter of good standing from approved manufacturer.
    - 2.4.1.2. Attachment A
    - 2.4.1.3. Attachment B
    - 2.4.1.4. Attachment C
- 2.5. Contractor shall mark the outside of the envelope with Invitation for Bid IFB # 13-21 and opening date of bid. Please annotate “Community Center Roof Project” on the envelope.

*If a bid/proposal is not marked with the above information, the bidder or offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.*

- 2.6. **No faxed or email Bids will be accepted.** Any bid received after above deadline, will not be considered and will be returned unopened. If you are an individual with a disability and require a reasonable accommodation, please notify Aaron Reidmiller at (804) 541-2353, three working days prior to date due and time.
- 2.6.1. Bids submitted prior to the bid due date and time, but not received due to mail/shipping delays cannot be accepted.
- 2.7. If any changes are made to this IFB or corresponding Scope of Work, an addendum will be issued. Addenda will be mailed or e-mailed to all bidders on record as having attended the pre-bid meeting.
- 2.8. Questions concerning this invitation for bids must be submitted in writing to: Aaron Reidmiller, areidmiller@hopewellva.gov no later than Tuesday, March 16, 2021. Written responses will be e-mailed by addendum to all bidders on record as having attended the pre-bid meeting.
- 2.9. Responding firms may withdraw their Bids at any time prior to the final filing date and time by written notification signed by an authorized agent of the firm(s). Proposals may thereafter be resubmitted, but only up to the final filing date and time.
- 2.10. **Mandatory Pre-Bid Conference** will be held outside at the Community Center, 100 City Point Road, Hopewell. Pre-Bid meeting will be held at 2:30 pm on March 10, 2021. **No one will be admitted after 2:45 pm. The complete Roofing Scope of Work, the entirety of which is incorporated by reference as if fully incorporated herein, will be distributed at the pre-bid meeting.**
- 2.10.1. The purpose of this conference is to allow potential bidders an opportunity to become familiar with all aspects, both existing and proposed, affecting the work. Contractors will be encouraged to present questions and obtain clarification relative to any facet of this solicitation. Attendance at this conference is mandatory and is a prerequisite for submitting a bid.
- 2.10.1.1. Bidders shall be responsible for ascertaining pertinent local conditions such as location, accessibility, general character of the site and building, and the character and extent of existing work within or adjacent to the site. Errors in bids as a result of failure to carry out comprehensive site inspections, will not be considered by the City.
- 2.10.2. **COVID-19:** For the health and safety of all attendee's, the pre-bid meeting will be limited to **one** individual per firm. Attendees will be limited to those firms qualified to engage in a contract to perform the work. Sales representatives, manufacturer representatives, suppliers or others will not be permitted to attend.
- 2.10.2.1. Strict adherence to face mask requirements and social distancing is required. Any individual who does not comply with face mask requirements and social distancing will be asked to leave forfeiting their ability to submit a bid for this project.

- 2.11. Bid Bond: Any bid (including the Total Base Bid plus all Additive Bid Items) which exceeds five hundred thousand dollars (\$500,000) shall be accompanied by a Bid Bond payable to the Owner as obligee in an amount equal to five percent (5%) of the amount of the bid. The Bid Bond must be issued by a surety company which is legally authorized by the state of the jurisdiction of the Work to do fidelity and surety business in that state.
- 2.12. Performance and Payment bonds are required for this project.
- 2.13. The City of Hopewell is not liable for any costs incurred by any bidder in connection with this IFB or the submission of any bid response to this IFB. All expenses incurred by the Bidder in preparation, investigation, submission and presentation of the bid are the sole responsibility of the bidder. Under no circumstance shall any Bidder whose bid has not been awarded be entitled to any claim for compensation under this IFB.

### 3. **Quality Requirements**

- 3.1. Bidders must be a qualified firm that has been approved, authorized, or licensed by an approved roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty. Bidders must submit a letter from an approved manufacturer stating that the contractor is a currently authorized applicator and in good standing for the 3 previous, consecutive years of bid date.
  - 3.1.1. Approved Manufacturers: Carlisle, Firestone, and Versico.
- 3.2. Bidders shall have installed a minimum of 1000 squares of warranted EPDM projects within the last two years of bid date with the company issuing the warranty for this project. Projects must have been completed in the state of Virginia.
  - 3.2.1. References must list EPDM projects only.
- 3.3. Bidders cannot use subcontractors to perform any of the work.

### 4. **Method of Award & Evaluation**

- 4.1. All submissions are subject to evaluation after opening and before award of contract. Consistent with Va. Code § 2.2-4302.1(4), submissions will be evaluated on cost, qualifications of potential contractors, project methodology, and comparable projects, as set forth in this IFB and the Roofing Scope of Work.
  - 4.1.1. Qualifications: The Contractor shall be properly licensed to perform the work described in this IFB and the Roofing Scope of Work. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of any resulting contract. The City may require proof of these qualifications before announcing the award.
  - 4.1.2. Methodology: Contractor's method of approach or work plan to complete the project. The City may request additional information relating to availability of company human resources and availability to provide the products and services described in the Scope of Work.
    - 4.1.2.1. Subcontracted labor is expressly prohibited.
  - 4.1.3. Comparable Projects: EPDM Projects that have been successfully completed by potential contractors. A satisfactory record of past performance, integrity and business ethics is a

prerequisite.

- 4.2. City of Hopewell reserves the right to cancel this IFB and begin a new bid process if it determines, in its sole discretion, that the bids received exceed its planned budget for the project.
- 4.3. City of Hopewell reserves the right to award this contract to a single overall bidder for all services, or to make awards on the basis of individual services or group of services, whichever shall be considered by the school system to be most advantageous or to constitute its best interest.
- 4.4. City of Hopewell reserves the right to request additional information if necessary, or to request an interview with firm(s), or to reject any and all Bids with or without cause, and, in its sole discretion, waive any irregularities or informalities, such as minor elements of non-compliance with regard to the requirements of this IFB, in the Bids submitted.
- 4.5. This IFB implies no obligation on the part of the City to accept any response or bids submitted.

## **5. Schedule of Events**

- Mar 9, 2021            Public Announcement of IFB
- Mar 10, 2021        Mandatory Pre-Bid Meeting, Hopewell Community Center
- Mar 22, 2021        Bids Due by 4:00 P.M
- Mar 23, 2021        Virtual Bid Opening
- Mar 24, 2021        Begin Bid Review
- May 14, 2021        Date of Substantial Completion
- May 28, 2021        Date of Final Completion

## **6. Term of Bid**

- 6.1. The Bid is for a specific project therefore valid for the duration of the project and this project solely. This contract will be for the specified project only. The term of the contract will be between March 23, 2021 and May 28, 2021.
- 6.2. This bid is contingent on final approval of funding from the City of Hopewell.

## **7. Scope of Work**

- 7.1.1. The scope of Work includes the partial demolition of the existing mechanically attached single ply roof system and installation of a fully adhered EPDM roof system. The new roof system will carry a 20 year warranty with increased wind speeds and accidental cut and puncture coverage.
- 7.1.2. Approved Manufacturers include Carlisle, Firestone and Versico.
- 7.2. The Roofing Scope of Work will be made available to all bidders attending the pre-bid conference, March 10, 2021. The terms of the Roofing Scope of Work are incorporated by reference as if fully set forth herein.



**ATTACHMENT A: CERTIFICATION OF NON-COLLUSION**

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and bid to which this certification of Non-Collision is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (§ 18.2-498.4 et seq.)

The undersigned certifies that all statements of fact in such bid are true; that such bid was not made in the interest of, or on the behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the Owner which is to award the Contract, or any other Bidder, or anyone else interested in the proposed Contract; and further, that prior scheduled opening and reading of bids, said Bidder;

- 1) Did not directly or indirectly induce or solicit anyone else to submit a false or sham bid;
- 2) Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- 3) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference, with anyone to raise or fix the bid price of said Bidder or of anyone else, or to raise or fix overhead, profit or cost element of his bid price, or that of anyone else;
- 4) Did not directly or indirectly submit his bid or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or any member or agent thereof, or any group of individuals, except to the awarding authority, to any person or persons who have a partnership or other financial interest with said Bidder in his business; and
- 5) Did not include in his bid price, any fees, dues, charges, or assessments because he was required to do so by reason of his membership, or affiliation with any association, corporation, organization, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Name of Firm \_\_\_\_\_  
(Firm's Full Legal Name)

Address \_\_\_\_\_

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official Title \_\_\_\_\_

Date \_\_\_\_\_

Mobile Number \_\_\_\_\_

VA State License # \_\_\_\_\_

**ATTACHMENT B: CERTIFICATION OF CONTRACTOR**

Full Name of Contractor \_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies as follows:

- (i) that I have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, and
- (ii) that none of my employees working in the presence of students during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, and
- (iii) that I have  have not  been convicted of a crime of moral turpitude, and
- (iv) that my employees working in the presence of students during regular school hours or during school-sponsored activities
- (v) have  have not  been convicted of a crime of moral turpitude.

I further understand that if I make a materially false statement regarding any of the above offenses, I will be a guilty of a Class I misdemeanor.

If you checked the box indicating that you or an employee have been convicted of a crime of moral turpitude, list the nature of the crime and the date and court conviction below:

Nature of Crime Date Court of Conviction

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official Title \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT C: PROJECT REFERENCES**

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

**Project 1**

Project Name: \_\_\_\_\_

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

Project Size, Ft<sup>2</sup>: \_\_\_\_\_

Month/Year Completed: \_\_\_\_\_

System Description: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

**Project 2**

Project Name: \_\_\_\_\_

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

Project Size, Ft<sup>2</sup>: \_\_\_\_\_

Month/Year Completed: \_\_\_\_\_

System Description: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

**Project 3**

Project Name: \_\_\_\_\_

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

Project Size, Ft<sup>2</sup>: \_\_\_\_\_

Month/Year Completed: \_\_\_\_\_

System Description: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Signature \_\_\_\_\_

Name (type or print) \_\_\_\_\_

Official Title \_\_\_\_\_

Date \_\_\_\_\_

## **BID FORM**

Having carefully examined the Invitation to Bid, Instructions to Bidders and Bid Documents, and having attended the pre-bid conference and become familiar with all aspects, both existing and proposed, affecting the work entitled:

### **PROJECT IDENTIFICATION**

**PROJECT NAME:** Hopewell Community Center Roof Project

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**PROJECT NUMBER:** IFB # 13-21

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The undersigned proposes to furnish all labor and materials and provide all equipment and manpower necessary to perform all work for the various parts of the construction in accordance with the above referenced documents for the considerations of the following amount(s):

### **BID:**

Hopewell Community Center Gym & Lower Roof \$ \_\_\_\_\_

### **UNIT COSTS:**

Steel Deck Replacement (Furnish & Install)	\$ _____
Steel Deck Repair (Flat Stock Overlay)	\$ _____
Steel Deck Repair (Scrape & Paint)	\$ _____
Wall Panel Trim (Furnish & Install, per 10 lineal feet)	\$ _____
3" Tectum Deck (Furnish & Install, per board)	\$ _____

### **TIME OF COMPLETION:**

If awarded the contract, demolition and roof system installation work shall be substantially completed within the following number of working days: \_\_\_\_\_.

Attach Proposed Schedule & Timeline.

### **ADDENDA ACKNOWLEDGMENT:**

Receipt of Addenda (List by number and date appearing on Addenda):

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

**AUTHORIZED APPLICATOR:**

- Carlisle                       Firestone                       Versico

Attach letter of good standing from manufacturer selected. Include any certifications or quality awards issued by manufacturer in letter.

**EXECUTION OF BID:**

My signature on this bid certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid on behalf of the Bidding Company.

NAME OF BIDDING COMPANY: \_\_\_\_\_

EXECUTED BY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## State Corporation Commission Form

### Virginia State Corporation Commission (“SCC”) registration information:

#### The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out- of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver):

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

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

**Name:** \_\_\_\_\_  
Print

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

**Name of Firm:** \_\_\_\_\_

00430 - BID BOND

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we,

\_\_\_\_\_

(hereinafter called "principal") as Principal, \_\_\_\_\_

\_\_\_\_\_ a corporation duly organized under the laws of the Commonwealth of Virginia, (hereinafter called "surety"), as Surety are held and firmly bound unto the

City of Hopewell, Virginia (hereinafter called "obligee") as Obligee, in the sum of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_)

for the payment of which sum will and truly to be made, the said Principal, and the said Surety, bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid to the Obligee for:

\_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and with the terms of such bids and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST  
(SEAL)

\_\_\_\_\_

Principal

\_\_\_\_\_

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

Title

ATTEST

\_\_\_\_\_

\_\_\_\_\_

Surety

Surety Countersigned:

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

Virginia Resident Agent

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

Attorney in Fact

## CONSTRUCTION CONTRACT

This contract made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between

\_\_\_\_\_, hereinafter called the contractor and the City of Hopewell, Hopewell, Virginia, hereinafter called the owner.

**WITNESSETH:** That the contractor and the owner for the hereinafter named considerations, do agree as follows: The contractor shall furnish all of the materials and perform all of the work called for by specifications and plans, which plans and specifications are as fully a part hereof as if hereto attached, and described in the following enumerated specifications and addenda and bulletins.

### Scope of Work

Community Center Roof Project, 100 W. City Point Road

**Contract - The executed contract documents shall consist of the following:**

- |                             |  |
|-----------------------------|--|
| a. Construction Contract    | g. Bidding Requirements and Conditions |
| b. Invitation to Bid        | h. Technical Specifications            |
| c. Notice of Award          | i. General Conditions                  |
| d. Certificate of Insurance | j. Special Conditions                  |
| e. Forms of Bond            | k. Construction Plans/Drawings         |
| f. Bid Form / Bid Sheet     |  |

The contractor shall commence the work to be performed under this contract on a date to be specified in a written order of the owner. The date is to be not more than ten (10) days after the contract is signed by the owner, and the contractor shall fully complete all work hereunder within the specified consecutive calendar days listed above from and including said date. For each and every day that any work remains incomplete after the contract time specified for completion of the work, the City will assess liquidated damages against the contractor at the rate of \$500 per day.

The owner shall pay the contractor for the performance of the contract, in the amount of

(\$ \_\_\_\_\_)

subject to additions and deductions as approved by the owner, provided in the specifications or bids, in current funds as follows: On or before the 20<sup>th</sup> day each month of each calendar month, the owner will make partial payment to the contractor as set forth in the specifications. Final payment, on account of this contract, shall be made within thirty (30) days after final completion and acceptance by owner, of all work covered by this contract.



CONSTRUCTION CONTRACT, Page 2

IN WITNESS WHEREOF, the parties have executed the contract the day and year. First written in three (3) counterparts, each of which shall, without proof of the accounting for the counterpart, be deemed an original contract.

ATTEST \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Contractor's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OWNER:**

Approved as to Form:  
\_\_\_\_\_  
City Attorney

Approved for Construction:  
\_\_\_\_\_  
City Engineer

Approved as to Funding:  
\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Director of Recreation and Parks  
\_\_\_\_\_  
City Manager

## **NOTICE OF ESCROW OPTION**

IF THIS IS A BID FOR CONSTRUCTION AS DEFINED IN VIRGINIA CODE SECTION 2.2-4334 IN THE AMOUNT OF \$200,000.00, OR MORE, I/WE ELECT TO UTILIZE THE ESCROW ACCOUNT PROCEDURE DESCRIBED IN THE PROVISIONS OF THIS BID IF DETERMINED TO BE THE SUCCESSFUL LOW BIDDER(S) \_\_\_\_\_

(WRITE "YES" OR "NO")

**INTEREST ON RETAINAGE**

At the time the Contractor submits a bid, the Contractor shall have the option to use the escrow account procedure for utilization of City retained funds by so indicating in the space provided in the bid documents. In the event the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in the Bid and Contract shall be executed and submitted to the City within 15 calendar days after notification of award of the bid. If the "Escrow Agreement" form is not submitted as noted herein before, the Contractor shall forfeit such rights to the use of the escrow account procedure. In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an "Escrow Agreement" form and submit same to the City for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" form shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the City to make payment of retained funds to the escrow agent. After approving the agreement, the City will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the City. When the final estimate is released for voucher, the City will direct the escrow agent to settle the escrow account by paying the Contractor or the City monies due them as determined by the City. The City reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the Contractor or in the event of default.

This section shall be applicable only to contracts for \$200,000.00, or more, for the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines, and pumping stations.

This section shall not apply to contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph, or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

If this contract includes payment of interest on retained funds, the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay the specified penalty for each day exceeding the completion date stated in the contract.

Any subcontract for such public project, which provides for similar progress payments shall be subject to the provisions of this section.

## **00600 – BONDS AND CERTIFICATES**



- C. Public liability and property damage liability shall be provided for the following limits on a comprehensive general liability form, without XCU exclusions.
- |                               |   |
|-------------------------------|---|
| (1) Bodily injury liability   | \$500,000 each occurrence<br>\$2,000,000 each aggregate |
| (2) Property damage liability | \$500,000 each occurrence<br>\$1,000,000 aggregate      |
- D. Contractor's protective liability shall be provided for the following limits:
- |                               |  |
|-------------------------------|--|
| (1) Bodily injury liability   | \$500,000 each<br>\$1,000,000 each accident      |
| (2) Property damage liability | \$500,000 each accident<br>\$1,000,000 aggregate |
- E. Fire and extended coverage shall be provided on the completed value builders risk form.
- F. The contractor shall require each of his subcontractors to carry Workmen's Compensation insurance and public liability and property damage liability for the following limits.
- |                               |   |
|-------------------------------|---|
| (1) Bodily injury liability   | \$500,000 each occurrence<br>\$1,000,000 each aggregate |
| (2) Property damage liability | \$500,000 each occurrence<br>\$1,000,000 aggregate      |
- G. The contractor shall have executed and delivered to the owner three (3) copies of all insurance certificates.

## **CERTIFICATE OF INSURANCE**

This is to certify that insurance policies covering the business operations mentioned below are in force in this company as follows:

NAME OF INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COVERING AT: \_\_\_\_\_

TYPE OF WORK COVERED: \_\_\_\_\_

KIND OF INSURANCE COVERAGE	POLICY #	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	PER	LIMITS
Workmen's Comp.					<b>Statutory</b>
Public Liability				PERSON	\$
				OCCURRENCE	\$
Property Damage				OCCURRENCE	\$
				AGGREGATE	\$
Contractor's Protective Public Liability (accidents arising out of subcontractors operations)				PERSON	\$
				OCCURRENCE	\$
Contractor's Protective Property Damage (arising out of subcontractors operations)				OCCURRENCE	\$
				AGGREGATE	\$
Contractual Liability (liability assumed under this contract)				PERSON	\$
				OCCURRENCE	\$
Contractual Property				OCCURRENCE	\$
Completed Operations & products Liability					\$

The workmen's Compensation policy covers the obligation of the insured under the Workmen's Compensation Law of Virginia.

The above policies shall not terminate or otherwise expire prior to thirty (30) days after a written notice to that effect is given by certified mail to the City Clerk at whose request this certificate is issued.

Date:

City Clerk  
Municipal Building  
Hopewell, VA

\_\_\_\_\_  
Insurance Carrier

By \_\_\_\_\_  
Authorized Agent in Virginia

00620 – FORM OF BOND

## FORM OF BOND

**KNOW ALL MEN:** That we \_\_\_\_\_,  
Hereinafter called the Principal, and \_\_\_\_\_,  
Hereinafter called the Surety or Sureties, and held and firmly bound unto the City of Hopewell, hereinafter  
called the owner, in the sum of \_\_\_\_\_ dollars  
( \$ \_\_\_\_\_ ), for the payment thereof, the principal and surety or sureties bind  
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS,** the principal has, by means of a written agreement dated \_\_\_\_\_  
which agreement is by reference thereto hereby expressly made a part of the bond.

**NOW THEREOF,** the conditions of this obligation is such that if the principal shall faithfully perform the  
contract on his part and satisfy all claims and demands incurred for the same, and shall fully indemnify and  
save harmless the owner from all cost and damage which he may suffer by reason of a failure to do so, and  
shall fully reimburse and repay the owner all outlay and expense which the owner may incur in making good  
any defaults and shall pay all subcontractors or persons furnishing labor or materials in connection with the  
performance of said contract, then this obligation shall be null and void; otherwise, it shall remain in full  
force and effect.

**Provided,** that any alterations which may be made in the terms of the contract, or in the work to be done  
under it, or the giving by the owner of any extensions of time for the performance of the contract, or any  
other forbearance on the part of the owner or the principal to the other shall not in any sense release the  
principal and the surety or sureties, or either of them, from their liability hereunder. Notice to the surety of  
any such alterations, extensions, or forbearance being expressly waived.

**IN WITNESS WHEREOF,** the above bounden parties have executed this instrument under their several seals  
This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the name and corporate party  
being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority  
of its governing body.

**In presence of:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**By** \_\_\_\_\_

\_\_\_\_\_  
**Business Address**

\_\_\_\_\_  
**Corporate Surety, or Individual (strike out one)**

**By** \_\_\_\_\_

\_\_\_\_\_  
**Address**



## **00700 – GENERAL CONDITIONS/DEFINITIONS OF TERMS**

### **1.0 AWARD**

The contract is to be awarded in writing by Purchasing, after Dept. and City Administration approval.

### **2.0 BIDDER**

Any individual, firm or corporation submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

### **3.0 CONTRACT**

The agreement covering the performance of the work and the furnishing of the materials for the proposed construction. The contract shall include the plans/ specifications and provisions; also any and all supplemental agreements, which reasonably could be required to complete the construction in a substantial and acceptable manner.

### **4.0 CONTRACT BOND**

**The approved form of security furnished by the contractor and his surety as a guarantee of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.**

### **5.0 CONTRACTOR**

The party of the first part to the contract, acting directly or through his agents.

### **6.0 ENGINEER**

The consulting engineer, who has been designated by the owner as engineer in charge of the project, or the City Engineer, when a consultant has not been designated.

### **7.0 EXTRA WORK - CHANGE ORDERS**

Work not called for or shown on plans necessary for the completion of the contract, or proposed construction shall be considered as extra work and will be paid for under terms of the contract.

### **8.0 INSPECTOR**

The person appointed by the owner and approved by the engineer to be compensated by the owner to inspect the materials and work performed under this contract and carry out instructions as given by the engineer.

### **9.0 OWNER**

The party of the second part to the contract, acting through its duly authorized agents.

### **10.0 PLANS**

All drawings or reproductions of drawings, pertaining to the work under contract.

### **11.0 BID GUARANTEE**

The certified check or bid bond designated in the bid to be furnished by the bidder as a guarantee of good faith to enter into a contract with the owner, if the contract is awarded to him.

### **12.0 BID**

The approved prepared form on which the bidder or bidders are to submit their bid or bids for the work contemplated.

### 13.0 SPECIAL PROVISIONS

Special provisions are a part of this contract and shall supersede any directions, provisions or requirements as written in the general conditions, specification, etc.

#### SPECIFICATIONS

The directions, provisions and requirements contained herein, together with all written agreements, made or to be made, pertaining to the method of and the manner of performing the work, or to the quantity or qualities of material to be furnished under this contract.

### 14.0 SUPERINTENDENT

The person appointed by the contractor, acting under his instructions and in direct charge of the work for the contractor under the contract.

### 15.0 SURETY

The corporate body which is bounded with and for the contractor who is primarily liable, and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has contracted (see contract).

### 16.0 THE WORK

This term shall be understood to mean the whole or any part of the construction or the labor incident thereto, included under the terms of any and all contract parts.

### 17.0 BIDS

All bids must be made on the bid form attached and shall state in figures and in writing the amount bid for each item shown and shall be in accordance with the specifications. All bids shall be sealed and plainly marked and addressed. No bid will be considered that reaches the hands of the owner later than the hour specified in advertisement.

### 18.0 RIGHT TO REJECT BIDS

It is the intent of the owner to award the contract to the lowest responsible bidder, but the owner reserves the right to reject any and/or all bids.

### 19.0 GUARANTEE TO ACCOMPANY BID

Each bid must be accompanied by a bidders bond in the amount of 5% of the total bid or a certified check in the amount of 5% of the total bid, payable to the owner as a guarantee of acceptance, and entering into this contract by the party to whom it may be awarded by the owner with the approval of the engineer.

### 20.0 FAILURE TO EXECUTE CONTRACT

Any bidder who shall fail, after ten (10) days written notice being given of the acceptance of his bid, to enter into contract documents required by the City shall, at the option of the city, forfeit his claim to the work, and his bid guarantee shall be retained and used by the owner, not as a penalty but as liquidated damages.

### 21.0 BID FORM

Bidders will be furnished by the engineer with a bid form which will state the description of the work to be constructed, the approximate estimate of the various quantities of work to be performed and materials to be furnished; and the date, time and place of the opening of bids. No bid will be considered unless submitted on the prescribed form. Each bidder must sign the bid with his full name, address, and submit same sealed. In cases where a firm or corporation submits a bid, the bid shall be with the full name of each member of the firm or the name of the officer of the corporation authorized by its bylaws, in addition to the firm or corporation signature with the official seal thereto, and their addresses must be given. Any alterations or additions made in or to any part of the contract will render a bid irregular and may be sufficient cause for its rejection.

## 22.0 DISQUALIFICATION OF BIDDERS

More than one bid form from any individual firm or partnership under the same or different names will not be considered. Bids in which the prices are obviously unbalanced will be rejected. No contract will be awarded except to responsible bidders capable of performing the class of work contemplated. Each bidder shall furnish a complete statement of his experience and the amount of capital and equipment available for the proposed work if so requested by the engineer.

## 23.0 FAMILIARITY WITH PROPOSED WORK

Before submitting a bid, each bidder must take a careful examination of the general instructions, conditions, plans and specifications and fully inform himself as to quality of materials and character of the workmanship required and make a careful examination of the site of work, and the work to be performed and should his bid be accepted, he will be responsible for any and every error in his bid resulting from his failure to do so.

## 24.0 INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES

- A. The bidders' attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these specifications as shown on the plans and accompanying bid is approximate, and is given only as a basis of calculation for comparing the bids and awarding the contract. The owner does not assume any responsibility for the quantities shown in the contract and reserves the right to increase or decrease the quantities shown or to omit as he may deem necessary.
- B. However, after the bids are opened and the contracts awarded, the owner reserves the right to increase or diminish the contract, not to exceed 25% of the total value thereof, by adding or diminishing the project.
- C. The right is reserved to increase or decrease the length of the project by adding or omitting sections or by relocation, whether shown on plans or not.
- D. Whenever an addition of such work involves a substantial change in the nature of the design or in the type of construction by materially increasing or decreasing the cost of performance, the work shall be performed in accordance with the specifications and as directed, provided, however, that before such work is started, a supplemental agreement acceptable to both parties to the contract shall have been executed. In all other cases, if the additional work involved in the changes, increase or relocation, is substantially the same as the work involved in the original contract, then this work shall be performed on the basis of the contract unit price and a supplemental agreement shall not be necessary.

## 25.0 PERMITS -

The successful bidder must obtain all required licenses and Building permit as required by Code Enforcement/541-2226. The contractor will be responsible for all damages to persons or property which may occur in connection with the prosecution of the work and comply with the Federal, State, County and Municipal laws. Misunderstanding or ignorance of these laws on the part of the contractor will not be considered as a valid excuse. Refer to Permit Application for "Work in the Right-of-Way" and special conditions within this document.

## 26.0 SCOPE OF WORK

The contractor shall do any and all work indicated in the bid and on the plans and such additional work and incidental work as may be necessary to complete the work embodied in this contract to a substantial and acceptable manner. He shall furnish all implements, machinery, equipment, tools, material and labor necessary to the prosecution of the work. The character, quality and quantity of equipment shall be such as are necessary for the proper execution of the work within the specified time limit. A pre-construction meeting shall be held to clarify construction problems which may develop. Before final acceptance of the work, the contractor shall clean up the site of the work, including, leaving it in as clean, neat and sanitary condition as originally found, and shall remove all machinery, tools, surplus material, and other temporary structures from the work site.

#### 27.0 MATERIAL AND WORKMANSHIP

It is the intent of the specifications to describe definitely and fully the character of materials and workmanship required with regard to all ordinary features, and to require first class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered therein the specifications shall be interpreted by The City Engineer (the engineer) to require first class work and materials and such interpretation shall be accepted by the contractor. It is understood that the contract include any and all work that may be necessary to connect the work done with the adjoining work in a proper and workmanship manner.

#### 28.0 NO DEVIATION FROM PLANS, SPECIFICATIONS, ETC. BY THE CONTRACTOR

The contractor shall not deviate from the plans and specifications in any particular except on written consent of the engineer. If deviation occurs on the part of the contractor, he shall correct the error at his expense in a manner satisfactory to the engineer.

#### 29.0 INTERPRETATION OF PLANS

- A. On all plans, drawings, etc., the figured dimensions shall govern in case of discrepancy between the scales and figures and the engineer or the City's consultant engineer shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the specifications and of the plans as construed by him and his decision shall be final. Should any construction or conditions arise on the proposed work, which are not covered by these specifications, and the requirements thereof are stated on the plans, special provisions, or bid form, then such special requirements shall be considered a part of these specifications as though they were fully contained therein.
- B. Should any such special requirements conflict with any of the provisions of these specifications, the special requirements stated on the plans, special provisions or bid form shall govern. The contractor shall verify all figures on the plans and will be responsible for the proper coordination of all dimensions as well as the different parts of the work of construction.

#### 30.0 CHANGE OF PLANS

It is agreed that the engineer may make alterations for plan positions, dimensions or materials of work herein contemplated or any part thereof, either before or after commencement of the construction under this contract so long as changes do not render terms of contract inapplicable.

#### 31.0 PROGRESS OF THE WORK

It is understood and agreed that the contractor will execute the contract within the specified Time Frame after written notice of the award of the contract. He shall provide an adequate force of labor and equipment to prosecute the work at as many different points as may be deemed necessary by the engineer so as to insure the completion of same within the time limit for completion as set forth in the contract proper. All work shall be faithfully undertaken, performed and completed within the time designated in the contract, as time is understood to be the essence of the contract.

#### 32.0 LIQUIDATED DAMAGES

- A. In case the contractor shall fail to complete the work hereunder in accordance with the specifications and to the satisfaction of the engineer within the time state in bid form, the contractor shall and will pay to the owner the sum of five hundred dollars (\$500) for each and every day that the time consumed in said work and completion may exceed the time allowed for that purpose as set forth in bid.
- B. The sum is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages that the owner will suffer by reason of said delay and default, and inability to use said improvements at the time specified for completion, and not as a penalty and the owner shall and may deduct and retain the amount of such liquidated damages out of any monies which may be due or become due from it to the contractor.

- C. Inspectors will be supplied by the owner or the engineer at no cost to the contractor. However, for each week day that the work remains uncompleted and unaccepted beyond the number of days allowed in the contract, the cost of resident engineers and inspectors regularly assigned on this contract will be deducted from final amounts due the contractor. The cost of such resident engineers and inspectors will be computed on the basis of actual salaries plus ten percent (10%) to cover payroll overhead items. This deduction shall be in addition to the five hundred dollars (\$500) per day liquidated damages mentioned above.

### 33.0 SUBLETTING

No part of the work embraced in this contract shall be sublet in any way removed from the control of the contractor under the direction and supervision of the engineer and the owner as aforesaid except with the written consent of the owner, but this provision shall not apply to the purchase and delivery of materials necessarily manufactured and provided elsewhere.

### 34.0 RESPONSIBILITY OF CONTRACTOR'S EMPLOYEE

Each and every employee of the contractor, and each and every one of his contractors, engaged in said work shall for all purposes be deemed taken to the exclusive servants of the contractor, and not for the purpose or in any manner be relieved from responsibility or liability on account of any fault or delay in the execution of said work or any part thereof, by any such employee or any subcontractor or any material man whatsoever.

### 35.0 FORFEITURE OF CONTRACT

Should the contractor at any time refuse or neglect to supply a satisfactory amount of properly skilled workmen, equipment or materials of proper quality and quantity or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any of the agreements on his part herein contained, the owner shall be at liberty after five (5) days written notice to the contractor (which notice may be mailed to the contractor's address as stated in his bid) to provide any such labor, equipment or materials and to deduct the cost thereof from any money due or thereafter to become due to the contractor hereunder. In such case, the owner shall also be at liberty to terminate the employment of the contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any person or persons to finish the work and to provide the labor, equipment and materials therefor, either by private contract, by public letting, or directly by the owner, and in such amounts and in the manner as said owner shall deem advisable. In case of such discontinuance of the employment of the contractor, he shall not be entitled to receive any payment under his contract until the said work shall be wholly finished at which time, if the unpaid balance of the amount to be paid to said contractor under his contract shall exceed the expense including the extra engineering and all other costs caused by such default, incurred by the owner in finishing the work, such excess shall be paid by the owner to the contractor, but if such expense shall exceed the aforesaid unpaid balance, the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided either for furnishing material or for finishing the work, and damages incurred through such default, shall be audited and certified by the engineer whose certificate thereof shall be conclusive upon the parties.

### 36.0 CONTRACT CONSTRUED UNDER VIRGINIA LAWS

The contract given to secure it are to be executed and performed in the State of Virginia and shall be construed in accordance with the laws of the State.

### 37.0 CHARACTER OF WORKMEN AND EQUIPMENT

The contractor shall employ such superintendent and workmen who are careful and competent and the engineer may demand the discharge of any person employed by the contractor in or about the work that shall misconduct himself or be incompetent or negligent in the due and proper performance of his or their duties, or any of them who refuse or neglect to comply with directions given and such persons shall not be employed again thereon without written consent of the engineer.

#### 38.0 SANITARY PROVISIONS

The contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the owner. He shall commit no nuisance.

#### 39.0 INSPECTORS

Inspector or inspectors shall be authorized to inspect all work done and materials furnished. In case of any dispute arising between the contractor and the inspector as to materials furnished or the manner of performing the work, the inspector will have the authority to reject material or suspend work until the question at issue can be referred to and decided by the engineer. He shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these plans and specifications, or to approve or accept any portion of the work or issue instructions contrary to the plans and specifications.

#### 40.0 SUPERINTENDENT

The contractor shall personally supervise the work and when not personally present shall be represented by a superintendent, who shall have full authority to act as the contractor's representative and all orders and instructions given to the superintendent shall have the same force and meaning as if given to the contractor in person. The contractor shall be on duty at all times while the construction work is being done.

#### 41.0 RESPONSIBILITY OF CONTRACTOR

The contractor shall take all responsibility for the work, and take all precautions to prevent injuries to persons and property in or about the work. He shall bear all losses resulting on account of the amount or character of the work, or because of the nature of the land in which or on which the work is done, if different from what was estimated or expected. He shall assume the defense of, and indemnify and save harmless, the owner, its officers and agents from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work, or injuries to any persons in doing the work, or in consequence of any improper materials, implements or labor used therein, and to any act, omission or neglect of the contractor and his employees therein. Until final acceptance of the work by the engineer, it shall be under the charge of the contractor, and he shall take every care and necessary precaution against injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or the non-execution of the work. The contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to work occasioned by any of the above causes before it is completed and accepted. The contractor shall carry liability insurance or workmen's compensation insurance, and also public liability insurance together covering bodily injuries to his employees and the public, received as a consequence of the performance of the work under this contract.

#### 42.0 USE OF WORK

Whenever in the opinion of the engineer, any portion of the work is completed or in acceptable condition for use, it shall be used for the purpose intended, as may be directed, and such shall not be held in any way as acceptance of any portion of the work used, or as a waiver of any of the provisions of these specifications and contract.

#### 43.0 ASSIGNMENT OF CONTRACT

Neither this contract, nor any part thereof, nor any monies due to become due thereunder, may be assigned by contractor without the prior written notice of the owner.

44.0 LAWS AND REGULATIONS - STATE, COUNTY AND MUNICIPAL

- A. The contractor shall keep himself fully informed of all existing and future State and Federal laws and local ordinances and regulations in any manner affecting those employed or engaged in the work, or in any way affecting the conduct of the work, and of all such orders or decrees or bodies or tribunals having any jurisdiction or authority over same.
- B. The contractor shall in particular take note of the RULES AND REGULATIONS GOVERNING CONSTRUCTION, DEMOLITION, AND ALL EXCAVATION, as adopted by the Safety Codes Commission of the Commonwealth of Virginia. The contractor shall protect and indemnify the owner and its officers and agents against any claim or liability arising from or based on the violation of such laws, ordinances, regulations, orders or decrees, whether by himself or his employees.
- C. Any sales or use taxes imposed by any government shall be included in contract price for the work.
- D. No additional payment shall be made for sales or use tax.

45.0 ORDINANCE NO. 95-25:

PRESERVATION OF HISTORICAL AND ARCHAEOLOGICAL RESOURCES ON PUBLIC LANDS.

- A. **WHEREAS, the council of the City of Hopewell finds that:**
  - i historical and archaeological resources on public lands are an accessible and irreplaceable part of the City's heritage; and
  - ii the aforementioned resources are increasingly endangered because of their commercial attractiveness; and
  - iii existing city laws do not provide adequate protection to prevent the loss and destruction of historical and archaeological resources; and
- B. WHEREAS, the aforementioned findings render an ordinance necessary to secure, for the present and future benefit of the citizens of Hopewell, the protection of historical and archaeological resources and sites which are on public lands and to foster increased cooperation and exchange of information between municipal authorities, the professional historical and archaeological community, and private individuals having collections of historical and archaeological resources and data which were obtained after October 1, 1993,
- C. NOW, THEREFORE, be it ordained by the council of the City of Hopewell that the following ordinance be enacted. Preservation of Natural, Cultural and Archaeological Resources:
  - i Prohibited: The following is prohibited on public streets, roads, sidewalk areas, alleys, parks, right-of-way, and other municipality owned lands:
  - ii Possessing, destroying, injuring, defacing, removing, digging or disturbing paleontological specimens, cultural, historical or archaeological resources, or parts thereof, residing on said public or municipally owned lands.
  - iii Using a mineral or metal detector, magnetometer, side scan sonar, other metal detecting device, or sub-bottom profiler, unless such a device is utilized by City personnel, or by a utility company to locate underground pipes, lines, cables or other conduit.
  - iv Penalty: Any person who violates section 1 of this ordinance without permission of the city shall, upon conviction, be fined a sum of not more than \$500, or be imprisoned for a period of not more than ninety (90) days, or shall suffer both fine and imprisonment, in the discretion of the court.
  - v Notification: The city clerk, during the process of awarding bids for work on city lands, shall provide each contractor with a copy of this preservation ordinance. In addition, the Director of Public Works shall make and publish from time to time copies of this ordinance to be distributed to public utility companies and private contractors.
  - vi Ownership of Artifacts Recovered on City-owned Property: All paleontological specimens, cultural or archaeological resources, or the parts thereof, recovered from city-owned lands shall remain the property of the city.

46.0 SAFE WORKING PRACTICES

- A. As specified in the Virginia Occupational Safety and Health Standards 29 CFR Part 1910 and 1926
  - i To insure the safety of the general public, workers on the project and visitors to the project, the contractor shall provide all barricades, cones and personal protective equipment (hardhats, eye protection, etc.) as required by the nature of the work being performed. The contractor shall require all persons on the project to wear appropriate personal protective equipment while on the site and shall post signage at the project entrance stating such requirement. All protective equipment and signage shall be in accordance with Virginia Occupational Safety and Health Standards. The contractor shall maintain all such warning and protective devices throughout the course of the project. The contractor shall provide names, addresses and telephone numbers of supervisory personnel assigned to the project who may be contacted in an emergency during non-working hours.

47.0 GUARANTEE

All materials and workmanship shall be guaranteed for a period of twenty-four (24) months after acceptance by the city. Any repairs necessary shall be made by the contractor at his expense. If the contractor fails to make the necessary repairs within a reasonable time, the city may have the work done and charge the cost to the contractor.

**00900 – ADDENDA INDEX**

00910 – PAYMENT REQUEST FORMS – The City Sample AIA Payment form is attached l



**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO:		PROJECT:		APPLICATION NO.:	
		JOB NO.:		APPLICATION DATE:	<input type="checkbox"/>
				PERIOD TO:	<input type="checkbox"/>
FROM CONTRACTOR:				CONTRACT DATE:	<input type="checkbox"/>
					<input type="checkbox"/>

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, attached.

1. ORIGINAL CONTRACT SUM.....	\$	0.00
2. Net change by Change Orders.....	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	0.00
(Column G on Continuation Sheet)		
<b>5. RETAINAGE:</b>		
a. 0 % of Completed Work	\$	0.00
(Columns G + I on Continuation Sheet)		
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet).....		
	\$	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$	0.00
(Line 4 less Line 5 Total)		
<b>7. LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>		
(Line 6 from prior Certificate).....		
	\$	
8. CURRENT PAYMENT DUE.....	\$	0.00
<b>9. BALANCE TO FINISH, INCLUDING RETAINAGE</b>		
(Lines 3 less Line 6)		
	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: \_\_\_\_\_

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

State of Virginia  
 County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and the City of Hopewell, Virginia; any litigation with respect thereto shall be brought in the courts of the City. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting the bids, the 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 §11-51 of the *Virginia Public Procurement Act*.
1. During the performance of this contract, the contractor agrees as follows:
  2. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, 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 of this nondiscrimination clause.
  3. 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.
  4. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  5. The contractor will include the provisions provided above in every subcontract or purchase order over \$15,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **DIRECT TAXES:** All bids shall be submitted exclusive of direct Federal, State, and local taxes. However, if the bidder believes that certain taxes are properly payable by the City, he may list such taxes separately in each case directly below the respective item bid price. Tax exemption certification will be furnished on request.
- D. **INDEMNITY:** The contractor agrees to defend, indemnify and hold harmless, the City of Hopewell and its members, officers, directors, employees, agents, and representatives from and against any and all claims, damages, demands, losses, costs and expenses, including attorney's fees, and any other losses of any kind or nature whatsoever including claims for bodily injuries, illness, disease, or death and physical property loss or damage in favor of contractor, its sub-contractors, their employees, agents, and third parties arising during the performance of services and resulting from tort, strict liability, or negligent acts or omissions of contractor, its sub-contractors and their employees or agents under the agreement, or

resulting from breaches of contract, whatever by statute or otherwise.

Each contractor shall assume the responsibility for damage to or loss of its material, equipment or facilities located at the site and, in order to effect this limitation of liability, the contractor agrees to insure or self-insure such property against any such risk.

- E. **SALES TAXES:** The City is exempt from payment of State sales and use tax on all tangible personal property purchased or leased for its use or consumption. Certificate of Exemption will be furnished upon request.
- F. **QUOTATION FORM:** The bidder must sign and properly fill out all forms in this Bid or be subject to being declared unresponsive. If unable to submit a Bid, please sign and return this solicitation form, advising reason for no Bid.
- G. **CONTRACTOR'S DEFAULT:** In case of default of the contractor, the City may procure the articles of service from other sources and hold the contractor responsible for any excess cost incurred thereafter.
- H. **COMPUTATION OF TIME FOR DISCOUNTS:** Time in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at those points or from date correct invoice is received if latter is later than the date of delivery
- I. **ETHICS IN PUBLIC CONTRACTING:** By submitting the bids, the bidders certify that the bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with the bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered in this Bid prior to their delivery, it shall be the responsibility of the successful bidder to notify this office at once, indicating in his letter the specific regulation which requires such alterations. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
- K. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting the bids, the bidder certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- L. **DEBARMENT STATUS:** By submitting the bids, the 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.

- M. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Hopewell, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City of Hopewell, Virginia under said contract.
- N. **PAYMENT**: Payment by the City is due thirty days (30) after delivery is made to the City of Hopewell and inspection unless otherwise specifically provided: subject to any discounts allowed.

To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized.

**Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  3. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract.
- O. **PRECEDENCE OF TERMS:** Paragraphs A-G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- P. **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- Q. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- R. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  3. By mutual agreement between the parties in writing; or
  4. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records

and/or to determine the correct number of units independently; or

5. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Department within thirty (30) days from the date of receipt of the written order from the Purchasing Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

T. **INSURANCE:** The contractor shall secure and maintain in force, at his/her own expense all required forms of insurance and payment bonds to insure the completion for the work under contract to the satisfaction of the City and without damage to, or claims against the City. The contractor shall provide satisfactory evidence of bonds and insurance of behalf of the sub-contractors, before entering into an agreement to sublet any part of the work to be done under this contract.

The following performance and payment bonds and forms of insurance shall be secured by the contractor to cover all work under contract and to protect the contractor, the City, and general public against any damage of claims in connections with the performance of the contract. The bonds and insurance shall be by companies duly authorized to do business in the State of Virginia. Certificates of Insurance, naming the City as an additional insured for each type of coverage shall be required.

At the discretion of the purchasing agent, bidders may be required to submit with their bid a bid bond, or a certified check, in an amount to be determined by the purchasing agent, which shall be forfeited to the City as liquidated damage upon the bidder's failure to execute a contract awarded to him/her or upon the bidder's failure to furnish any required performance or payment bonds in connection with a contract awarded to him/her.

At the discretion of the purchasing agent, the winning contractor(s) may be required to submit a performance and payment bond to the City which shall be evoked upon contractor's failure to execute a contract awarded or the failure to satisfactorily complete work for which a contract or purchase order was awarded. Performance bond and payment bond in the amount of one hundred (100) percent of contract price is required as security of contract, or security for payment of all persons performing labor and furnishing materials in connection with the contract, and protecting the City from all damages or claims resulting from, or in connection with the performance of the contract or purchase order.

The performance bond and payment bond shall and does bind the surety company to protect the City from damages, claims or costs by failure of the contractor to make corrective action due to his financial solvency or for any other cause whatever.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits; require that the City of Hopewell, Virginia be added as an additional named insured on contractor's policy.
2. Employers Liability - \$500,000.
3. Comprehensive general liability for bodily injury liability and property damage liability shall be provided as to limits specified.
4. Contractor's protective liability shall be provided for bodily injury liability and property damage liability.
5. Fire and extended coverage shall be provided on the completed builder risk form if specified in bid specifications.
6. The contractor shall require each of his subcontractors to carry Workmen's Compensation Insurance and public liability and property damages liability.
7. Commercial General Liability - \$1,000,000 combined single limit. The City of Hopewell, Virginia is to be named as an additional named insured with respect to the services being procured. These coverages are to include Products and Completed Operations Coverage.
8. Automobile Liability – bodily injury and property damage shall be provided as to limits set forth in the specifications

The contractor shall have executed and delivered to the City copies of all insurance certificates. Executed copies of the performance bond shall become a part of all copies of the contract.

## **SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the City of Hopewell, Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the City of Hopewell, Virginia or any department or institution of the City has purchased or uses its products or services.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Hopewell, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AWARD OF CONTRACT:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The City reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 120 days. At the end of the 120 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. **DRUG FREE WORKPLACE:** The contractor acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on state property are prohibited:
1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).



3. The contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

G. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the City's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

H. **MINORITY/WOMENOWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

I. **PREPARATION AND SUBMISSION OF BIDS:** Bids must give the full business address of the bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

J. **WITHDRAWAL OR MODIFICATION OF BIDS:** Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for bid receipt. The withdrawal or modification may be made by the person signing the bid or by an individual(s) who is authorized by him on the face of the bid. Written modifications may be made on the bid form itself, on the envelope in which the bid is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

K. **RECEIPT AND OPENING OF BIDS:** It is the responsibility of the bidder to assure that his bid is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. Bids received after the time designated for receipt of bids will not be considered.

Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The officer or agent of the City, whose duty it is to open them, will decide

when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a bid not properly addressed and identified.

- L. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Every bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 must include in its bid the identification number issued to it by the State Corporation Commission. Any 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 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. A bidder required to be authorized to transact business in Virginia that fails to provide the required information shall not receive an award unless a waiver of this requirement and of any administrative policies and procedures established to implement Section 2.2-4311.2 of the Code of Virginia, as amended, is granted by the City of Hopewell.

If awarded the Contract, the bidder shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Doing so shall be deemed to be a violation of Section 2.2-4311.2 and the bidder understands and agrees that the City may void the Contract if the bidder fails to comply with this provision.

- M. **MANDATORY PRE-BID CONFERENCE:** **Mandatory Pre-Bid Conference** will be held outside at the Community Center, 100 City Point Road, Hopewell. Pre-Bid meeting will be held at 2:30 pm on March 10, 2021. **No one will be admitted after 2:45 pm. The complete Roofing Scope of Work, the entirety of which is incorporated by reference as if fully incorporated herein, will be distributed at the pre-bid meeting**